



# **CERRITOS COLLEGE**

## **B O A R D B O O K**

**MAY 1, 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, May 1, 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](http://www.cerritos.edu/board)

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

<b><i>AGENDA ORGANIZATION</i></b>
The Board of Trustees will discuss any changes in the order of agenda items. Per <a href="#">Board Policy 2340</a> , the order of business may be changed by consent of the Board of Trustees.

<b><i>COMMENTS FROM THE AUDIENCE</i></b> (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.

<b><i>REPORTS AND COMMENTS FROM CONSTITUENT GROUPS</i></b>
At this time, a brief report and summary of initiatives will be given by identified constituent group leaders: <ul style="list-style-type: none"> <li>• Associated Students of Cerritos College (ASCC) President</li> <li>• Faculty Senate President</li> <li>• Cerritos College Faculty Federation (CCFF) President</li> <li>• California School Employees Association (CSEA) President</li> <li>• Association of Cerritos College Management Employees (ACCME) President</li> </ul>

**OPEN SESSION AGENDA**

4. **Institutional Presentation: Women’s History Month Essay Winners**

The Board of Trustees will recognize this year’s Women’s History Month Essay winners.

<b><i>CONSENT CALENDAR ITEMS</i></b>
Agenda Items 5-39 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.

**5. 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.

**6. Stipends for Center for Teaching Excellence Summer Institute for 2019 Summer Session**

It is recommended that the Board of Trustees approve faculty stipends for the Center of Teaching Excellence Summer Institute taking place during the 2019 summer session (May 28-30 and June 21-23). Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed \$18,500.

**7. Ratification of Change Order No. 2 [Unforeseen Conditions], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 2 [Unforeseen Conditions] in the amount of \$18,219.39 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$18,219.39, increasing the contract amount to \$1,148,696.53. Funding will be allocated from the GO Bond.

**8. Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions] in the amount of \$3,106 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$3,106, increasing the contract amount to \$407,809. Funding will be allocated from the GO Bond.

**9. Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions] in the amount of \$19,197 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$23,686.32, increasing the contract amount to \$6,409,637.32. Funding will be allocated from the GO Bond.

**10. Ratification of Change Order No. 2 [Errors/Omissions, Agency Driven Changes], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions, Agency Driven Changes] in the amount of \$8,394.16 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$8,394.16, increasing the contract amount to \$5,389,247.76. Funding will be allocated from the GO Bond.

**11. Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 3 [Unforeseen Conditions] in the amount of \$30,225.27 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$30,225.27, increasing the contract amount to \$5,419,473.03. Funding will be allocated from the GO Bond.

**12. Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors/Omissions] in the amount of \$9,304 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$9,304, increasing the contract amount to \$438,437. Funding will be allocated from the GO Bond.

**13. Rescind Award of Food Services Agreement with Kelvin Khang, Inc. dba Yago Juice and Recommend Award of Food Services Agreement to Campus Food Services, Inc. for the District's Campus Food Services for Vendor Location No. 4**

It is recommended that the Board of Trustees accept the withdrawal notice and rescind the award of the Food Service Vendor Operating Agreement with Kelvin Khang, Inc. dba Yago Juice, and award to Campus Foods Services, Inc. for the purpose of providing food services for the District at Vendor Location No. 4. 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.

**14. Ratification of Acceptance of Gifts**

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

**15. Purchase Materials Through Other Public Agency Contracts**

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interests, for fiscal year 2019-2020. There is no financial impact.

**16. Adoption of Resolution No. 19-0501B To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product**

It is recommended that the Board of Trustees approve Resolution No. 19-0501B, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2019-2020 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below.

**17. Resolution No. 19-0501C, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors**

It is recommended that the Board of Trustees approve Resolution No. 19-0501C, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors. Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

**18. Purchase Orders for the Month of March 2019**

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

**19. Contracts for the Month of March 2019**

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

**20. Sub-Contractor Agreement with Bret Harte Unified School District on behalf of Bret Harte High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Bret Harte Unified School District on behalf of Bret Harte High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**21. Sub-Contractor Agreement with Calexico Unified School District on behalf of Calexico High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Calexico Unified School District on behalf of Calexico High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**22. Sub-Contractor Agreement with Lake Elsinore Unified School District on behalf of Elsinore High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Lake Elsinore Unified School District on behalf of Elsinore Harte High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**23. Sub-Contractor Agreement with Pittsburg Unified School District on behalf of Pittsburg High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Pittsburg Unified School District on behalf of Pittsburg High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**24. Sub-Contractor Agreement with Rowland Unified School District on behalf of Rowland High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Rowland Unified School District on behalf of Rowland High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**25. Sub-Contractor Agreement with Selma Unified School District on behalf of Selma High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Selma Unified School District on behalf of Selma High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**26. Agreement with Keenan & Associates for Property and Casualty Claims Administration Services**

It is recommended that the Board of Trustees approve the agreement with Keenan & Associates for Property and Casualty Claims Administration Services. Funding for this agreement will be allocated from the Property and Liability budget.

**27. Amendment to the Independent Contractor Service Agreement with Sign This, Inc. for Coordination and Scheduling of Interpreter Services**

It is recommended that the Board of Trustees approve the second amendment to the agreement with Sign This, Inc. for Coordination and Scheduling of Interpreter Services. The total contract sum shall be increased \$2,600 for a new not-to-exceed amount of \$92,600. Funding will be allocated from the Disabled Student Programs and Services (DSPS) budget.

**28. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2019**

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2019. The items are budgeted in the General Fund.

**29. 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 Unrestricted and Restricted General Funds ending balances; and decreases the Other Special Revenue Fund – Culinary Arts and the Public Art Endowment Fund ending balances.

**30. Quarterly Fiscal Status Report for the Quarter Ending March 31, 2019**

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending March 31, 2019. This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

**31. Employment of Full-Time, First-Year Contract (Probationary)**

\_\_\_\_\_, Instructor (Automotive Collision Repair), Column \_\_, Step \_\_, Faculty Salary Schedule (\$\_\_\_\_\_/annual), 10-School Month Contract, effective August 19, 2019 (Name to be provided on the addendum)

\_\_\_\_\_, Instructor (Business Administration), Column \_\_, Step \_\_, Faculty Salary Schedule (\$\_\_\_\_\_/annual), effective August 19, 2019 (Name to be provided on the addendum)

\_\_\_\_\_, Instructor (Economics), Column \_\_, Step \_\_, Faculty Salary Schedule (\$\_\_\_\_\_/annual), effective August 19, 2019 (Name to be provided on the addendum)

\_\_\_\_\_, Instructor (Philosophy), Column \_\_, Step \_\_, Faculty Salary Schedule (\$\_\_\_\_\_/annual), effective August 19, 2019 (Name to be provided on the addendum)

\_\_\_\_\_, Instructor (Sociology), Column \_\_, Step \_\_, Faculty Salary Schedule (\$\_\_\_\_\_/annual), effective August 19, 2019 (Name to be provided on the addendum)

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

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

**33. Employment of 2019 Summer Session Faculty Personnel**

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2019 Summer Session, as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.



**34. 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**

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

**35. New Educational Administrator Job Classification and Description of Athletic Director (Management)**

It is recommended that the Board of Trustees approve the establishment of the educational administrator job classification and description of Athletic Director, Grade 28 (\$7,938.00-\$9,985.00/month). The position is to be funded 100% by the district 01.0 general fund.

**36. Extension of Temporary Reassignment of Full-Time Faculty Member from 10-Month to 11-Month of Employment**

It is recommended that the Board of Trustees approve the extension of temporary reassignment of Ms. Kelli Brooks, full-time tenured faculty Professor from 10-month employment to 11-month employment, effective July 1, 2019 to June 30, 2020. The current annual cost to move from the 10-month to the 11-month assignment is \$15,696.00.

**37. Work Calendar for the 2019-2020 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees**

It is recommended that the Board of Trustees approve the attached 2019-2020 Work Calendar for classified bargaining unit, management, and confidential employees. No additional financial impact. This is budgeted in the General Fund.

**38. District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018-2019**

It is recommended that the Board of Trustees approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018-2019. No additional financial effect.

**39. 2019 Commencement Speaker – Mr. Eric Draper**

It is recommended that the Board of Trustees approve Mr. Eric Draper, Cerritos College Alumni and Hall of Fame Awardee, as the 2019 Cerritos College Commencement Speaker. There is no fiscal impact to the District. An honorarium of \$500.00, and travel expenses of \$1,000.00, will be provided by the ASCC Commencement fund.

***INFORMATION ITEMS***

Agenda Item 40 is presented as an Information Item.

**40. Information Item: College Coordinating Committee Minutes**

The Board of Trustees will review the March 25 and April 8, 2019 College Coordinating Committee Minutes.

***ADMINISTRATIVE ITEMS***

Agenda Item 41 is presented as an Administrative Item.

**41. Resolution #19-0501A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C, and Actions Related Thereto**

It is recommended that the Board of Trustees approves Resolution #19-0501A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C, and Actions Related Thereto. There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

***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***

- 42. **Significant exposure to litigation pursuant to Government Code Section 54956.9 paragraph (3) of subdivision (e)**  
Claimant: Jamal Ingram  
Agency Claimed Against: Cerritos Community College District
- 43. **Public Employee Discipline/Dismissal/Release (GC #54957)**
  - A. Case #: 65781002
  - B. Case #: 92671107
- 44. **Public Employee Employment (GC #54957)**
  - A. Instructional Dean of Health, Physical Education, Athletics, Dance Division
- 45. **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

46. **Reconvene to Open Session**

47. **Adjournment**

***The Next Study Session of the Board of Trustees is set for  
Wednesday, May 15, 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 April 26, 2019 at 5:00 p.m., as required by law.

Dr. Jose Fierro, President/Superintendent

**FROM:**

\_\_\_\_\_  
Dr. Jose L. Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

<p><b>SUBJECT:      Consideration of Approval of New Courses and Programs, and Modifications to Existing Courses and Programs</b></p>
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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 May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education & Diversity	AED 90.06 – Math Support: Statistics Units: 0.0 Class hours: 45 Lecture/ 45 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This course will provide additional support for Introductory Statistics. This course is for students who desire greater self-confidence and wish to improve math skills. Students will develop a range of knowledge in pre-statistics.	March 28, 2019
New	Adult Education & Diversity	AED 90.07 – Math Support: College Algebra Units: 0.0 Class hours: 36 Lecture/54 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This course is a math support course. Students will build pre – college level math skills to prepare for college algebra. Students will gain conceptual knowledge and use analytical thinking to solve problems. The combination lecture/lab format will provide a foundation for college algebra.	March 28, 2019
New	Science, Engineering, and Math	ENGR 210 – Materials Science and Engineering Units: 4.5 Class hours:3 Lecture/ 3 Laboratory Prerequisite: PHYS 201 and CHEM 111 or equivalent with a grade of “C” or higher or “Pass”. Corequisite: None Recommendation: None Class size: 24	This class is being added as a transfer class for engineering students.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Science, Engineering, and Math	ENGR 240 – Dynamics Units: 3.0 Class hours: 3 Lecture/0 Laboratory Prerequisite: ENGR 235 or equivalent with a grade of “C” or higher or “Pass”. Corequisite: None Recommendation: None Class size: 30	This class is being added as a transfer class for engineering students.	March 28, 2019
New	Science, Engineering, and Math	ENGR 245 - Strength of Materials Units: 3 Class hours: 3 Lecture/0 Laboratory Prerequisite: ENGR 235 or equivalent with a grade of “C” or higher or “Pass”. Corequisite: None Recommendation: None Class size: 30	This class is being added as a transfer class for engineering students.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	ATH 240 – Cheerleading Units: 2.0 Class hours: 0 Lecture/ 6 Laboratory Prerequisite: Tryout will include sideline cheer, dance performance and skills demonstration Corequisite: None Recommendation: None Class size: 25	This course is designed to introduce students to the fundamentals of cheerleading. Multiple sections of Physical Education/Cheer have been offered and consistently filled however, by moving this course to Athletics students will now align with the California Community College Athletic Association rules and guidelines.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	ATH 241 – Cheerleading, Off-Season Units: Class hours: 0 Lecture/ 6 Laboratory Prerequisite: Tryout will include sideline cheer, dance performance and skills demonstration Corequisite: None Recommendation: None Class size: 25	This course is designed to introduce students to the fundamentals of cheerleading. Multiple sections of Physical Education/Cheer have been offered and consistently filled however, by moving this course to Athletics students will now align with the California Community College Athletic Association rules and guidelines.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	ATH 242 – Cheerleading Competition Class hours: 0 Lecture/ 6 Laboratory Prerequisite: Tryout will include sideline cheer, dance performance and skills demonstration Corequisite: None Recommendation: None Class size: 25	This course is designed to introduce students to the fundamentals of cheerleading. Multiple sections of Physical Education/Cheer have been offered and consistently filled however, by moving this course to Athletics students will now align with the California Community College Athletic Association rules and guidelines.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 106A – Adapted Aquatic Group Fitness Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 10	This course is needed as a group fitness class option for students to be able to enroll in. This class is designed to help students with disabilities be able to workout in a group aquatic setting with appropriate adaptations based on the student's ability. This class will help students with disabilities to learn to exercise in a group class and learn how to make individual modifications for themselves.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	PEX 107A – Adapted Soccer Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 10	This course is needed as an adapted group sport option for students to be able to enroll in. This class is designed to help students with disabilities be able to learn how to play soccer with appropriate adaptations based on the student's ability. This class will help students with disabilities to learn to play in a team sport and learn how to make individual modifications for themselves.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 109 – Adapted Group Fitness Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 10	This course is needed as a group fitness class option for students to be able to enroll in. This class is designed to help students with disabilities be able to workout in a group setting with appropriate adaptations based on the student's ability. This class will help students with disabilities to learn to exercise in a group class and learn how to make individual modifications for themselves.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 113 – Zumba Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This course is designed to introduce students to the fundamentals of Zumba dance fitness. The addition of this course into the HPEHA department curriculum will allow students to learn about cardiovascular fitness in a non-intimidating environment created for non-dancers, new exercisers, or those who have previously hesitated to participate in group fitness classes.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 117 - Aqua Zumba Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This course is designed to introduce students to the fundamentals of Aqua Zumba. Multiple sections of water aerobics have been offered and consistently filled. The addition of this course will allow students to learn about cardiovascular fitness in a safe, low-impact, high energy course and how it is relative for a healthy lifestyle.	March 28, 2019



New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	PEX 120 - Cardio Kickboxing Units: 1.5 Class hours: 1 Lecture/2 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This course is being developed in response to our new facilities and will add to the variety of fitness class opportunities for our students.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 121 - High-Intensity Interval Training Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: Students should be able to participate safely in a high-intensity exercise program. Class size: 25	The additional of this class also aligns with the division's growth plans in relationship to the recently completed Health and Wellness Complex.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 122 - Cross Fit Training and Functional Exercises Units: 1.5 Class hours: 1 Lecture/2 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	The additional of this class also aligns with the divisions growth plans in relationship to the recently completed Health and Wellness Complex.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	PEX 135 - Ropes, Bands, and Suspension Training Units: 1.5 Class hours: 1 Lecture/2 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	This class will provide students with a variety of exercise resistance equipment. Proper technique will be emphasized. The development of this course is in line with the divisions growth opportunities related to the new Health and Wellness Complex.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 142 – Group Treadmill and Cardio Machine Training Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	Declared majors in the Kinesiology AA-T are consistently growing in numbers and this class will provide additional options for students pursuing that degree. The addition of this class also aligns with the division’s growth plans in relationship to the recently completed Health and Wellness Complex.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 148 - Brazilian Jiu Jitsu Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	Declared majors in the Kinesiology AA-T are consistently growing in numbers and this class will provide additional options for students pursuing that degree. The addition of this class also aligns with the divisions growth plans in relationship to the recently completed Health and Wellness Complex.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	PEX 150 - Mixed Martial Arts Units: 1.5 Class hours: 1 Lecture/2 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	Declared majors in the Kinesiology AA-T are consistently growing in numbers and this class will provide additional options for students pursuing that degree. The addition of this class also aligns with the division's growth plans in relationship to the recently completed Health and Wellness Complex.	March 28, 2019
New	Health, Physical Education, Dance, and Athletics	PEX 153 - Meditative – Yoga and Stress Reduction Units: 1.0 Class hours: 0.5 Lecture/1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class size: 25	Yoga is a popular activity and we would like to offer additional options. Students are more stressed than ever, incorporating stress reduction is a natural fit and serves our students well.	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	<ul style="list-style-type: none"> <li>• DANC 126 – Hip Hop Dance II</li> <li>• PEX 100A – Adapted Independent Exercise</li> <li>• PEX 103A – Adapted Circuit Weight Training</li> <li>• PEX 108 – Adapted Individual Sports</li> </ul>	Adding to Plan A – Health and Wellness Proficiency	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Health, Physical Education, Dance, and Athletics	New PEX Family of Courses	Adapted Team Sports <ul style="list-style-type: none"> <li>• PEX 107 – moving from Adapted Sport Family</li> <li>• PEX 107A – adding Adapted Soccer</li> </ul> Adapted Individual Sport Family <ul style="list-style-type: none"> <li>• PEX 108 - moving from Adapted Sport Family</li> </ul> Water Aerobics Family <ul style="list-style-type: none"> <li>• PEX 116 - moving from Aerobics Family</li> </ul>	March 28, 2019
Modification	Technology	COS 54 – Introduction to Esthetician	Updating units from 10 units (5 lecture/5 lab) to 11 units (6 lecture/15 lab)	March 28, 2019
Modification	Technology	COS 54A – Advanced Esthetician	Updating units from 10 units (5 lecture/5 lab) to 11 units (6 lecture/15 lab)	March 28, 2019
Modification	Fine Arts & Communications	ART 118 – History of Women in Visual Arts	Adding distance education	March 28, 2019
Modification	Fine Arts & Communications	ART 125 – Introduction to Visual and Cultural Studies	Adding distance education	March 28, 2019
Modification	Business, Humanities, and Social Sciences	WGS 118– History of Women in Visual Art	Adding distance education	March 28, 2019
Modification	Business, Humanities, and Social Sciences	HUM 125 – Introduction to Visual and Cultural Studies	Adding distance education	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Health, Physical Education, Dance, and Athletics	PEX 100 – Sedentary Activities for Students with Disabilities  Proposed title change: Fitness for Students with Disabilities	Title change, removing content review	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	KIN 130 – Theory of Coaching	Adding distance education	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	KIN 200 – Sport Psychology	Adding distance education	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	KIN 211 – Sport Management	Adding distance education	March 28, 2019
Modification	Liberal Arts	EDEL 200 - Introduction to the Teaching Profession	Updating Content Review:  Prerequisite: Enrollment in the Cerritos College Teacher Training Academy (Teacher TRAC); AND, EDEL 100 or equivalent with a grade of “C” or higher or “Pass” ; AND, ENGL 100 or equivalent with a grade of “C” or higher or “Pass” ; AND, MATH 70 or equivalent with a grade of “C” or higher or “Pass”; AND, Math 80 or equivalent with a grade of “C” or higher or “Pass” OR assessment/placement with eligibility for MATH 110A.	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
New	Adult Education & Diversity	Workforce Preparedness – Certificate of Completion (Noncredit)	The Non-Credit Certificate of Completion in Occupational Training Workforce Preparedness will enhance students' skills to enter a new job position and/or advance in their current work. The goal of the course is to advance students' technical skills to apply for a new job or to acquire a job advancement.	October 11, 2018
New	Adult Education & Diversity	Automotive Tools and Equipment – Certificate of Completion (Noncredit)	This program introduces students to Automotive Tools and Equipment. It also serves as a transition from non-credit to the Automotive CTE program.	October 11, 2018
Modification	Business, Humanities, and Social Sciences	Business Administration – Associate in Art (nontransfer)  Proposed Title: Business Administration-Plan A – Associate in Art	Program title change to avoid confusion with other Business AA degree.	January 24, 2019
Modification	Business, Humanities, and Social Sciences	Chicano Studies Department  Proposed department name: Mexican Chicano/a Latino American	Department name change	January 24, 2019
Modification	Liberal Arts	Spanish – Associate in Arts for Transfer	The Spanish department is adding the new course SPAN 260; and is removing/inactivating SPAN 205 and SPAN 206	January 24, 2019
Modification	Adult Education & Diversity	College Placement Testing Strategies – Certificate of Completion  New Proposed title: College Readiness - Certificate of Completion	Modification: changing program title; adding new course AED 90.06 and 90.07	March 28, 2019

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of May 1, 2019

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Science, Engineering, and Math	Engineering: Aerospace and Mechanical Specialty – Associate in Science	Adding new courses ENGR 210, 240, 245	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	Physical Education – Associate in Arts	Adding new PEX courses; updating title to PEX 100	March 28, 2019
Modification	Health, Physical Education, Dance, and Athletics	Kinesiology – Associate in Arts for Transfer	Adding new PEX courses; updating title to PEX 100	March 28, 2019
Modification	Technology	Esthetician – Certificate of Achievement	Updating units to COS 54 and COS 54A	March 28, 2019
Modification	Technology	Esthetician – Associate in Arts	Updating units to COS 54 and COS 54A	March 28, 2019

**CERRITOS COLLEGE**  
 Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**  
**Agenda Item No. 6**

**FROM:** \_\_\_\_\_  
 Dr. Jose Fierro  
 President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
 Rick Miranda  
 Vice President, Academic Affairs  
 Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
 Dr. David Betancourt  
 Center for Teaching Excellence  
 Coordinator

\_\_\_\_\_  
 Shawna Baskette  
 Dean of Academic Success

**SUBJECT:      Consideration of Approval of Stipends for Center for Teaching Excellence Summer Institute for 2019 Summer Session**

**ACTION**

It is recommended that the Board of Trustees approve faculty stipends for the Center for Teaching Excellence Summer Institute taking place during the 2019 summer session (May 28-30, and June 21-23).

**FISCAL IMPACT**

Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed \$18,500. Participants will meet for 20 hours of training. Facilitators will facilitate the 20 hours of training (in selected strands) and give an additional 20 hours to prepare content, organize schedules, prepare agendas, logistics, additional presenters, and follow up scheduling of workshops for the 2019-2020 academic year. The following participants and facilitators are anticipated to receive stipends:

<b>Faculty Name</b>	<b>Stipend \$</b>	<b>Role</b>	<b>Deliverables (in Report Summary)</b>	<b>Deliverable Deadline</b>
Clara Ross	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Mallory Reeves	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Victor Zamora	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Jianli Hu	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Dennis Falcon	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Gerardo Ramos	\$500	Participant	[Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Michelle Fagundes	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Teri Cheatham	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020



Aaron Jasso	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Ja'net Danielo	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Dahlene Holmes	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Elizabeth Page	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Irving Batikofsky	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Shelia Hill	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Christine Granillo	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Leslie Blake	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Bart Andreacchi	\$500	Participant	[Goal A; 1 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Lynn Serwin	\$500	Participant	[Goal A; 2 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Michelle Stieber	\$500	Participant	[Goal A; 2 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Henrietta Hurtado	\$500	Participant	[Goal A; 2 & 3] [Goal C; 2 & 3] [Goal D; 1 & 2]	Academic Year 2019-2020
Mark Olague	\$1,000	Participant X2	[Goal A; 1, 2, & 3] [Goal C; 2 & 3] [Goal D; 1 & 2] [2 Teams-40 hours]	Academic Year 2019-2020
David Betancourt	\$1,500	Facilitator	[Goal C; 1, 2, & 3] [Goal D; 1 & 2]	May 28- 30/2019-2020
Lydia Alvarez	\$1,500	Facilitator	[Goal A; 1 & 3] [Goal C; 1, 2, & 3] [Goal D; 1 & 2]	June 21- 23/2019-2020
Damon Cagnollati	\$1,500	Facilitator	[Goal A; 1 & 3] [Goal C; 1, 2, & 3] [Goal D; 1 & 2]	June 21- 23/2019-2020
Michelle Lewellen	\$1,500	Facilitator	[Goal A; 2 & 3] [Goal C; 1, 2, & 3] [Goal D; 1 & 2]	May 28- 30/2019-2020
Veronica Herrera	\$1,500	Facilitator	[Goal A; 2 & 3] [Goal C; 1, 2, & 3] [Goal D; 1 & 2]	May 28- 30/2019-2020

## REPORT SUMMARY

The Center for Teaching Excellence supports the Educational Master Plan Goals. The goals that the Center for Teaching Excellence Summer Institute addresses include:

### Goal A: STRENGTHENING THE CULTURE OF COMPLETION

Highlight clear educational and career pathways for ALL students and provide the programs, guidance and support they need to achieve their educational goals in a timely manner.

#### Deliverables

1. Participants will modify syllabi towards providing guidance and support through the CRTL model.
2. Participants will modify classroom content and delivery towards providing a universal design model that addresses accessibility for all students.
3. Modified syllabi and coursework will be posted on the Canvas CML for students to access.

### Goal C: PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

Develop an organizational culture for all employees that support professional growth, intra- and inter departmental collaboration, institutional memory, and leadership continuity.

#### Deliverables

1. Facilitators will develop content, schedules, and deliver content, applying leadership and presentation strategies.

2. Participants of the Accessibility Team, CRTL, and C.O.R.E. strands will, in turn, develop presentation materials and facilitate additional trainings for campus employees (academic year 2019-2020).
3. Participants, with assistance from the CTX, will engage in communication and recruitment towards intra- and inter-departmental collaboration with the Accessibility Team, the CRTL initiative, and the C.O.R.E. Program for Teachers.

#### Goal D: IMPROVING INTERNAL AND EXTERNAL COMMUNICATION

Raise awareness about who we are and convey that message effectively, both internally and externally. Improve information transfer between all our on-campus constituent groups as well as with our external community.

##### Deliverables

1. Participants, with assistance from the CTX, will engage in communication and content delivery of the Accessibility Team, CRTL initiative, and the C.O.R.E. Program for Teachers, both informally and formally (workshops) with colleagues and constituent groups on campus.
2. Modified syllabi, coursework, and documents will be posted on separate Canvas sites as models for all faculty (and other groups as appropriate) to access. There will be one site each for the Accessibility Team, CRTL initiative, and the C.O.R.E. Program for Teachers.

During the summer semester 2019, faculty will participate in the Center for Teaching Excellence Summer Institute (CTX SI) that will be offered in the Center for Teaching Excellence. The CTX SI will provide faculty the opportunity to gain knowledge and skills on the application of educational technology towards increased student engagement and success. Focus will be placed on the development of a team that can share (through the development of ongoing workshops) the tenants of universal design and the benefits (and mandates) of accessible content and delivery, culturally responsive teaching and learning, and a collaborative observational reflective professional development experience for teachers. The robust number of faculty involved is due, in large part, to two developments: 1) an increased interest and support for the value of professional learning opportunities and its positive impact on student learning, engagement, and success, 2) A restructuring of the existing CTX budget towards a more efficient use of funding. Funds that were previously used to acquire experts from outside the community college district (usually averaging \$10,000 per visit) have been redistributed to our "in house" experts, leveraging resources and allowing an increase in workshops, facilitators, presenters, and participants. Additionally, funds that were previously used to purchase technology tools (iPads) were deemed unnecessary for the 2018-2019 academic year and were reallocated to human resources (building teams of on-campus experts) to increase the impact and benefit to the entire campus community. Oversight for completion of all requirements by facilitators and participants will be by the CTX Coordinator. This includes tracking the online deliverables, coordinating with the facilitators, and ensuring support for the follow-up workshops by participants.

#### **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: **May 1, 2019**  
**Agenda Item No. 7**

**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

<b>SUBJECT:</b> <b>Consideration of Ratification of Change Order No. 2 [Unforeseen Conditions], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex</b>
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**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 2 [Unforeseen Conditions] in the amount of \$18,219.39 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$18,219.39, increasing the contract amount to \$1,148,696.53. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Southern California Grading, Inc. of Irvine, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 01 represents the Demolition/Grading & Paving element of work. 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 \$18,219.39. The original contract amount approved by the Board was \$1,094,900. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the removal of an undocumented 4" concrete slab under the Old PE Building that required additional demolition and spoils removal in order to complete all demolition and rough grading of the site. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	May 1, 2019	\$18,219.39	4.91%
	1	November 15, 2017	\$35,577.14	3.25%

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 16P006-01 – Southern California Grading, Inc.  
Change Order No. 1 to Contract No. 16P006-01 – Southern California Grading, Inc.  
Contract No. 16P006-01 – Southern California Grading, Inc.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Southern California Grading,  
 16291 Construction Circle  
 East  
 Irvine, CA 92606

**Date:** May 01, 2019

**Prime Change Order No:** 002

**Contract No:** 16P006-01

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 2.01**

**Bldg/Area:** Phase 2-Existing Physical Education Bldg.  
**Description:** An additional undocumented 4" concrete slab was demo and removed at phase 2 of the site.

There was an undocumented 4" concrete slab beneath the structural slab for the Old PE BLDG that required additional demolition and spoils removal.

**Reason:** The demolition and removal of the undocumented slab at the existing Physical Education building was required in order to complete all demolition activities and start rough grading of the site.

**Benefit:** Removal of unforeseen slab was required in order to grade the site and establish the building pads.

**Request By:** Construction Manager  
**CO Type:** Unforeseen Condition

**Change Amount:** **\$18,219.39**

**Time Extension:** 0 Work Days

**SUMMARY OF COST:**

Total this Change Order	<b>\$18,219.39</b>
Total Additional Work Days	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$1,094,900.00
Net Change by previous Change Order(s):	\$35,577.14
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$1,130,477.14
Amount of Change Order No. 002	\$18,219.39
New Contract Sum:	\$1,148,696.53
Percentage of Change to Contract:	4.91 %

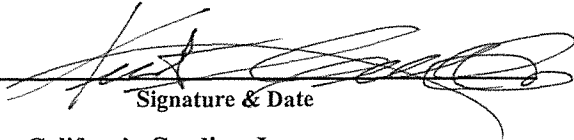
**Project:** Cerritos | Health & Wellness Complex  
**To:** Southern California Grading,

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC01-SOU

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

  
Signature & Date


**Southern California Grading, Inc.**  
Kurt Cutler, President  
16291 Construction Circle East  
Irvine, CA 92606

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 3/29/2019  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 3/25/19  
Signature & Date


**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 3/25/19  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Peter Stavros  
Project Manager

**Reviewed By:**

 03/29/19  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Southern California Grading,  
 16291 Construction Circle East  
 Irvine, CA 92606

**Date:** November 24, 2017

**Prime Change Order No:** 001

**Contract No:** 16P006-01

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Health Wellness Complex

**Description:** There was an additional 1,200LF of unforeseen transit lines (water, irrigation, gas) and 207 ft of concrete embankments found throughout the job.

**Reason:** The unforeseen transite pipe and concrete embankments were located within the footprint of building A and B and in order to drill the concrete piles the lines needed to be removed. The existing gas line on the East side of the property was originally shown to be demo however it had a mastic material on the pipe need to be abated.

**Benefit:** The transite pipe had to be removed in order to drill the concrete pile that support the building.

**Request By:** Owner

**CO Type:**

**Change Amount:** ..... \$35,577.14

**Time Extension:** ..... 0 Work Days

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$35,577.14</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$1,094,900.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$1,094,900.00
Amount of Change Order No. 001	\$35,577.14
New Contract Sum:	\$1,130,477.14
Percentage of Change to Contract:	3.25 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Southern California Grading,

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC01-SOU

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 the 15<sup>th</sup> day of November, 2017

**Requested By:**

  
Steve Toth Signature & Date 10/10/17

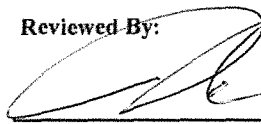
Southern California Grading, Inc.  
Joseph Khader  
16291 Construction Circle East  
Irvine, CA 92606

**Approved By:**

  
Signature & Date 11/17/2017

Cerritos College  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 10/18/2017


Cerritos College  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
Signature & Date 10-23-17

Cerritos College  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By: John Messner**

  
Signature & Date 10/10/17

HMC Architects  
Josh Glavin  
Architect

**Reviewed By:**

  
Signature & Date 10/10/17

Tilden-Coil Constructors, Inc.  
Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 10/23/17

Tilden-Coil Constructors, Inc.  
Jimmy Riordan  
Program Manager



@ 1807-16189



**PROJECT:** Health and Wellness Complex / **BID NO.:** 16P006  
**DATE OF CONTRACT:** March 3, 2017 / **CONTRACT NO.:** 16P006-01  
**BID CATEGORY:** 01, Demolition/Grading & Paving  
**DOLLAR VALUE:** \$ 1,094,900.00  
**LIQUIDATED DAMAGES:** \$ 2,500 per day  
**CONTRACTOR:** Southern California Grading, Inc.  
**TERM:** 1,132 Calendar days  
**TIME FOR COMPLETION:** \_\_\_\_\_

**Southern California Grading, Inc.**

**Address:** 16291 Construction Circle East, Suite A, Irvine, CA 92606  
**Phone:** 949-551-6655  
**Fax:** 949-551-4237

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Southern California Grading, 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: **16P006, Health and Wellness Complex**  
**Category 01, Demolition/Grading & Paving**

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) 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 A, C-12 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

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

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

**One Million Ninety Four Thousand Nine Hundred and 00/100 Dollars**

**(\$ 1,094,900.00),**

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.

**CONTRACTOR**

SOUTHERN CALIFORNIA GRADING, INC.

By: 

Title: President

Print Name: Kurt Cutler

**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

**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><b>SUBJECT:        Consideration of Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions] in the amount of \$3,106 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$3,106, increasing the contract amount to \$407,809. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Construction Hardware Co. of Pomona, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 08 represents the Doors/Frames/Hardware element of work. 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 \$3,106. The original contract amount approved by the Board was \$395,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors/omissions with the door thresholds in Building B, Rooms 101B and 115B. The gap between the wood dance floor and the rubber sports flooring required a threshold that would cover the gap but still allow for expansion and contraction of the wood floor. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	May 1, 2019	\$3,106	3.24%
	1	January 16, 2019	\$9,703	2.46%

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 16P006-08 – Construction Hardware Co.  
Change Order No. 1 to Contract No. 16P006-08 – Construction Hardware Co.  
Contract No. 16P006-08 – Construction Hardware Co.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Construction Hardware  
 216 Pacific St  
 Pomona, CA 91768

**Date:** March 24, 2019

**Prime Change Order No:** 002

**Contract No:** 16P006-08

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item**

**Bldg/Area:** Bldg. B-Room 101B and 115B

**Description:** Added Threshold at Room101B and 115B

**Reason:** There was a gap between the wood dance floor and the rubber sports flooring that was required for expansion and contraction of the wood floor. The gap required a threshold the full width of the rooms (101B and 115B) to cover the gap and still allow for movement between the two different floor systems

**Benefit:** Provide a threshold cover for the gap between the wood floor and the rubber sports flooring.

**Request By:** Construction Manager

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$3,106.00**

**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$3,106.00</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$395,000.00
Net Change by previous Change Order(s):	\$9,703.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$404,703.00
Amount of Change Order No. 002	\$3,106.00
New Contract Sum:	\$407,809.00
Percentage of Change to Contract:	3.24 %



**Project:** Cerritos | Health & Wellness Complex  
**To:** Construction Hardware

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC08-CON

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

 02/04/19  
Signature & Date

**Construction Hardware**  
Juan Cerna  
216 Pacific St  
Pomona, CA 91768

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:** CJ Castillo, Accounts/Contracts

 3/29/2019  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date


**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 03/22/19  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 3/22/19  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 03/29/19  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Construction Hardware  
 216 Pacific St  
 Pomona, CA 91768

**Date:** January 22, 2019

**Prime Change Order No:** 001

**Contract No:** 16P006-08 B

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Bldg. A 118A & 120A

**Description:** Change doors 115A-D and 121A-D to Dutch Doors

**Reason:** The specified doors (115A-D and 121A-D) at the Men's(118A) and Women's(120A) equipment rooms are being changed to dutch doors.

**Benefit:** The change to dutch doors is to allow for interaction between the faculty at the equipment rooms and the students at the locker rooms.

**Request By:** Owner

**CO Type:** Owner Change

**Change Amount:** ..... **\$4,662.00**

**Time Extension:** ..... 0 Work Days

**Item 1.02**

**Bldg/Area:** Bldg. A and Bldg. B doors

**Description:** Change (50) Door Thresholds at Buildings A and B

**Reason:** The original thresholds that were specified per the contract documents do not work with the the actual field conditions. The width of the threshold needs to change form 5" to 7" in order to span under the door and also cover the expansion joint. The length of the threshold also needed to change to span to the outside edge of the door frame.

**Benefit:** Changing the threshold will allow for the threshold to span form the center of the door and cover the expansion joint.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$5,041.00**

**Time Extension:** ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Construction Hardware

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC08-CON

---

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$9,703.00</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$395,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$395,000.00
Amount of Change Order No. 001	\$9,703.00
New Contract Sum:	\$404,703.00
Percentage of Change to Contract:	2.46 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Construction Hardware

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC08-CON

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 the 16th day of January, <sup>2019</sup>~~2017~~

**Requested By:**

  
Signature & Date 11-13-18

**Construction Hardware**

Juan Cerna  
216 Pacific St  
Pomona, CA 91768


**Approved By:**

  
Signature & Date 1/22/2019

**Cerritos College**

Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 11/29/2018

**Cerritos College**

David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
Signature & Date 12-20-18

**Cerritos College**

Mark B. Logan, Director of Purchasing &  
Contract Administration

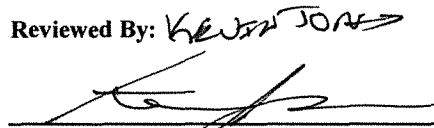
**Reviewed By:**

  
Signature & Date 11/15/18

**HMC Architects**

Josh Glavin  
Architect

**Reviewed By:**

  
Signature & Date

**Tilden-Coil Constructors, Inc.**

Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 11/29/18

**Tilden-Coil Constructors, Inc.**

Jimmy Riordan  
Program Manager



**PROJECT: Health and Wellness Complex / BID NO.: 16P006**

**DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-08**

**BID CATEGORY: 08, Doors/Frames/Hardware**

**DOLLAR VALUE: \$ 395,000.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Construction Hardware Co.**

**TERM: 1,132 Calendar days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Construction Hardware Co.**

**Address: 216 Pacific Street, Pomona, CA 91768**

**Phone: 909-594-9093**

**Fax: 909-595-8050**

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Construction Hardware Co.** ("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: **16P006, Health and Wellness Complex**  
**Category 08, Doors/Frames/Hardware**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) 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 C-28, C-61 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:

**Three Hundred Ninety-Five Thousand and 00/100 Dollars**

**(\$ 395,000.00),**

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

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



**CONTRACTOR**

CONSTRUCTION HARDWARE CO.

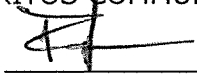
By: 

Title: President

Print Name: Daniel Stewart

**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

**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><b>SUBJECT:        Consideration of Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions] in the amount of \$19,197 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$23,686.32, increasing the contract amount to \$6,409,637.32. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Brady Company/Los Angeles, Inc. of Anaheim, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 10 represents the Metal Stud Framing/Drywall/Plaster element of work. 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 \$23,686.32. The original contract amount approved by the Board was \$6,366,754. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors/omissions with the card readers in Buildings A & B. The doors with card readers did not have power, so the drywall at these locations has to be removed and replaced in order to add conduit. The beam and stud hangers in Stair No. 4 of Building A were exposed; drywall was used to box the exposed steel elements. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	May 1, 2019	\$23,686.32	0.67%
Pending	1	November 14, 2018	\$19,197	0.3%

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

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

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Change Order No. 2 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.  
Change Order No. 1 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.  
Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Brady Company  
 1010 N. Olive St.  
 Anaheim, ca 92801

**Date:** March 19, 2019

**Prime Change Order No:** 002

**Contract No:** 16P006-10

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 2.01**

**Bldg/Area:** Bldg A and B

**Description:** Drywall removal and patch at all doors with card readers.

**Reason:** The contract documents did not show any power for the doors that had card readers at Bldg. A and B therefore drywall had to be removed and replaced to add conduit to the doors with card readers.

**Benefit:** Provide power to doors with card readers

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... \$19,692.00

**Time Extension:** ..... 0 Work Days

**Item 2.02**

**Bldg/Area:** Bldg. A Stair #4

**Description:** Drywall around exposed stud hangers and beam at Stair#4

**Reason:** The beam and stud hangers at stir# 4 of building A was exposed. Since this is an interior stair drywall was used to box around the exposed structural steel elements. The contract documents originally showed the beam exposed.

**Benefit:** Cover exposed beam and stud hangers at interior stair.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... \$3,994.32

**Time Extension:** ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Brady Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC10-BRA

---

**SUMMARY OF COST:**

Total this Change Order	<b>\$23,686.32</b>
Total Additional Work Days	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$19,197.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,385,951.00
Amount of Change Order No. 002	\$23,686.32
New Contract Sum:	\$6,409,637.32
Percentage of Change to Contract:	0.67 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Brady Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC10-BRA

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

 3/20/19  
\_\_\_\_\_  
Signature & Date

**Brady Company**  
David Stelts  
1010 N. Olive St.  
Anaheim, ca 92801

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 3/29/2019  
\_\_\_\_\_  
Signature & Date

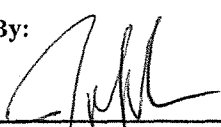
**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 03/22/19  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 3/22/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 03/29/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Brady Company  
 1010 N. Olive St.  
 Anaheim, ca 92801

**Date:** October 02, 2018

**Prime Change Order No:** 001

**Contract No:** 16P006-10

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Health Wellness Building A

**Description:** Added ceiling supports at the Men's and Women's locker rooms due to the linear lights.

**Reason:** The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused teh ceiling to sag. Add "C" channels was required to support the suspended gypsum board ceiling from the deck

**Benefit:** Provide structural support of the suspended ceiling.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** **\$5,692.00**

**Time Extension:** 0 Work Days

**Item 1.02**

**Bldg/Area:** Health Wellness Building A and Building D.

**Description:** Change drywall ceiling at Men's and Women's shower of Bldg. A and showers at Bldg. D to plaster ceiling

**Reason:** The contract documents call for a drywall ceiling at the showers in the building A Men's and Women's locker room and building D showers also. Drywall ceiling are not allowed at high humidity areas due to moisture and therefore the ceilings at the showers needs to be change to plaster.

**Benefit:** Prevents mold and paint from peeling at showers ceilings.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** **\$13,505.00**

**Time Extension:** 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Brady Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC10-BRA

---

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$19,197.00</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,366,754.00
Amount of Change Order No. 001	\$19,197.00
New Contract Sum:	\$6,385,951.00
Percentage of Change to Contract:	0.30 %



**Project:** Cerritos | Health & Wellness Complex  
**To:** Brady Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC10-BRA

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 the 14th day of November, ~~2017~~ <sup>2018</sup>

**Requested By:**

 10/2/18  
Signature & Date

**Brady Company**  
David Stelts  
1010 N. Olive St.  
Anaheim, ca 92801

**Approved By:**

  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 10/11/2018  
Signature & Date

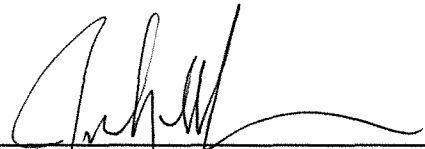
**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

 10-17-18  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 10/11/18  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 10/4/18  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 10/11/18  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**PROJECT: Health and Wellness Complex / BID NO.: 16P006**

**DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-10**

**BID CATEGORY: 10, Metal Stud Framing/Drywall/Plaster**

**DOLLAR VALUE: \$ 6,366,754.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Brady Company/Los Angeles, Inc.**

**TERM: 1,132 Calendar days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Brady Company/Los Angeles, Inc.**

**Address: 1010 No. Olive Street, Anaheim, CA 92807**

**Phone: 714-533-9850**

**Fax: 714-533-7113**

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Brady Company/Los Angeles, 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: **16P006, Health and Wellness Complex**  
**Category 10, Metal Stud Framing/Drywall/Plaster**

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) 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 C-9, C-35 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:

**Six Million Three Hundred Sixty-Six Thousand Seven Hundred Fifty-Four and 00/100 Dollars**

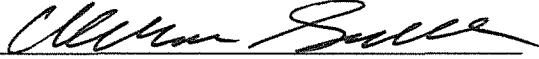
**(\$ 6,366,754.00),**

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.

**CONTRACTOR**

BRADY COMPANY/LOS ANGELES, INC.


By: 

Title: President \_\_\_\_\_

Print Name: William Saddler

**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

**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><b>SUBJECT:        Consideration of Ratification of Change Order No. 2 [Errors/Omissions, Agency Driven Changes], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 2 [Errors/Omissions, Agency Driven Changes] in the amount of \$8,394.16 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$8,394.16, increasing the contract amount to \$5,389,247.76. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. 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 \$8,394.16. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors/omissions by adding conduit for the power supply box used for the electrified door hardware in Buildings A & B; conduit was also added to the Building A First Floor Data Room for the Building Management Panel. The change order also provides for the agency driven changes of adding the required exit signs to the Building A locker rooms to provide directional egress. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	May 1, 2019	\$8,394.16	0.61%
	1	January 16, 2019	\$24,410.60	0.46%

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 16P006-18 – Taft Electric Company  
Change Order No. 1 to Contract No. 16P006-18 – Taft Electric Company  
Contract No. 16P006-18 – Taft Electric Company





**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Taft Electric Company  
 1694 Eastman Avenue  
 VENTURA, CA 93003

**Date:** May 01, 2019

**Prime Change Order No:** 002

**Contract No:** 16P006-18

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 2.01**

**Bldg/Area:** Bldg. A and B

**Description:** Added conduit for power supply box used for the electrified door hardware fore the card readers

**Reason:** The contract documents did not show any power going to the power supply used for the door hardware. The power is required to operate the doors with electrified hardware.

**Benefit:** Provided power to door power supplies.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$4,762.16**

**Time Extension:** ..... 0 Work Days

**Item 2.02**

**Bldg/Area:** Bldg A. Locker Rooms

**Description:** Added Exit Signs required by DSA at Men's and Women's faculty locker rooms and Men's and Women's Locker rooms.

**Reason:** Per the DSA field engineer the Men's and Women's faculty locker rooms and the Men's and Women's Locker room require added exit signs.

**Benefit:** Provide directional Egress from the locker rooms.

**Request By:** Owner

**CO Type:** Agency Driven Change

**Change Amount:** ..... **\$3,081.00**

**Time Extension:** ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC18-TAF

---

**Item 2.03**

**Bldg/Area:** Bldg. A 1st Floor Data Room  
**Description:** Added power to Building Management Panel  
**Reason:** The contract documents did not show power required to the Building Management System panel and new conduit and wire was added to provide power.  
**Benefit:** Provide power to the Building Management System panel.  
**Request By:** Architect  
**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$551.00**  
**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order	.....	<b>\$8,394.16</b>
Total Additional Work Days	.....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$24,410.60
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,380,853.60
Amount of Change Order No. 002	\$8,394.16
New Contract Sum:	\$5,389,247.76
Percentage of Change to Contract:	0.61 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC18-TAF

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

  
3/19/2019  
\_\_\_\_\_  
Signature & Date

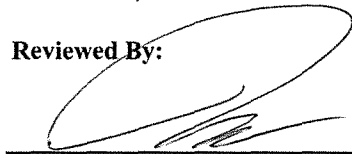
**Taft Electric Company**  
Chris Stevens  
1694 Eastman Avenue  
VENTURA, CA 93003

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
3/29/2019  
\_\_\_\_\_  
Signature & Date

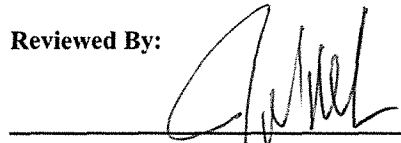
**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

  
03/22/19  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

  
3/22/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
03/29/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Date:** November 13, 2019

**Project:** Cerritos College  
Cerritos | Health & Wellness Complex

**Prime Change Order No:** 001

**To:** Taft Electric Company  
1694 Eastman Avenue  
VENTURA, CA 93003

**Contract No:** 16P006-18

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item**

**Bldg/Area:** Health Wellness Building A

**Description:** Added light spacing to separate each 40 feet linear fixture at the Men's and Women's Locker room ceiling every 8 feet.

**Reason:** The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Each 40ft linear fixture at the Men's and Women's locker rooms had to separated every 8ft and therefore the fixtures were modified to added end caps and jumpers

**Benefit:** Provide structural support of the suspended ceiling and still install linear lighting.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$7,669.24**

**Time Extension:** ..... 0 Work Days

**Item**

**Bldg/Area:** Bldg. A 212 Lobby

**Description:** Add outlet and basefeeds required for Owner supplied workstation at room 212A

**Reason:** The original floor outlet per the contract documents that was installed did not work with the workstation supplied by the Owner. An added outlet was required for the workstation and connection of (2) basefeeds

**Benefit:** Provide necessary power for the workstation

**Request By:** Owner

**CO Type:** Owner Change

**Change Amount:** ..... **\$5,005.83**

**Time Extension:** ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC18-TAF

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**Item**

**Bldg/Area:** Men's and Women's Locker Room & Facility  
**Description:** Add Trim for Flush Lights at the Men's and Women's locker room and the Men's and Women's Facility Locker Rooms  
**Reason:** The lights that are specified are flush mount and require a trim piece in order to conceal the gap between the light and the edge of the drywall  
**Benefit:** Conceal gap between the drywall and the light fixture in order to create a finish look.  
**Request By:** Architect  
**CO Type:** Design Errors / Omissions  
**Change Amount:** ..... **\$11,735.53**  
**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$24,410.60</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,356,443.00
Amount of Change Order No. 001	\$24,410.60
New Contract Sum:	\$5,380,853.60
Percentage of Change to Contract:	0.46 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC18-TAF

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 the 16th day of January, <sup>2019</sup>2017

**Requested By:**

  
Signature & Date 11/14/2018

**Taft Electric Company**  
Chris Stevens  
1694 Eastman Avenue  
VENTURA, CA 93003

**Approved By:**

  
Signature & Date 1/22/2019

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 11/17/2018

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
Signature & Date 12-20-18

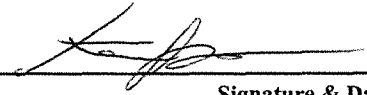
**Cerritos College**  
Mark B. Logan, Director of Purchasing &  
Contract Administration

**Reviewed By:**

  
Signature & Date 11/21/18


**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:** KEVIN JONES

  
Signature & Date 11/21/18

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 11/29/18

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



RECEIVED  
MAR 06 2017  
TAFT ELECTRIC CO.

**PROJECT: Health and Wellness Complex / BID NO.: 16P006**

**DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18**

**BID CATEGORY: 18, Electrical/Communications/Fire Alarm**

**DOLLAR VALUE: \$ 5,356,443.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Taft Electric Company**

**TERM: 1,132 Calendar days**

**TIME FOR COMPLETION: 1132 Calendar Days**

**Taft Electric Company**

**Address: 1694 Eastman Avenue, Ventura, CA 93003**

**Phone: 805-642-0121**

**Fax: 805-650-9015**

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("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: **16P006, Health and Wellness Complex**  
**Category 18, Electrical/Communications/Fire Alarm**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) 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 C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

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

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

**Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars**

**(\$ 5,356,443.00),**

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.

**CONTRACTOR**

TAFT ELECTRIC COMPANY

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

Title: President \_\_\_\_\_

Print Name: James Marsh \_\_\_\_\_

**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

**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

<b>SUBJECT:</b> <b>Consideration of Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex</b>
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**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 3 [Unforeseen Conditions] in the amount of \$30,225.27 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 3 will be \$30,225.27, increasing the contract amount to \$5,419,473.03. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. 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. 3 is \$30,225.27. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the resequencing of the electrical utility ductbank due to unforeseen transite pipe. The resequencing was necessary to advance the schedule along the critical path so as not to delay the steel erection. The original schedule indicated the underground electrical feeds installed prior to the grade beam installation. Change Order No. 3 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. 3.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	3	May 1, 2019	\$30,225.27	1.18%
Pending	2	May 1, 2019	\$8,394.16	0.61%
	1	January 16, 2019	\$24,410.60	0.46%

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

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

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Change Order No. 3 to Contract No. 16P006-18 – Taft Electric Company  
Change Order No. 2 to Contract No. 16P006-18 – Taft Electric Company  
Change Order No. 1 to Contract No. 16P006-18 – Taft Electric Company  
Contract No. 16P006-18 – Taft Electric Company



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Taft Electric Company  
 1694 Eastman Avenue  
 VENTURA, CA 93003

**Date:** May 01, 2019

**Prime Change Order No:** 003

**Contract No:** 16P006-18

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 3.01**

**Bldg/Area:** Grade Beams at Bldg. A

**Description:** Installation of Electrical Ductbank under grade beam at Bldg. A.

**Reason:** The sequencing of the electrical utility ductbank was changed due to unforeseen transite pipe. Original schedule showed the underground electrical that feeds the building being installed prior to the grade beams being installed. This cost was to dig under the grade beams at Bldg. A

**Benefit:** Advance the schedule along the critical path in order not to delay the steel erection.

**Request By:** Construction Manager

**CO Type:** Unforeseen Condition

**Change Amount:** ..... **\$30,225.27**

**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$30,225.27</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$32,804.76
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,389,247.76
Amount of Change Order No. 003	\$30,225.27
New Contract Sum:	\$5,419,473.03
Percentage of Change to Contract:	1.18 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 003  
**Contract No:** 16-013-BC18-TAF

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

**Approved By:**

Signature & Date

Signature & Date

**Taft Electric Company**  
Chris Stevens  
1694 Eastman Avenue  
VENTURA, CA 93003

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

**Reviewed By:**

 3/29/2019

Signature & Date

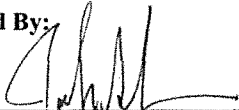
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

**Reviewed By:**



Signature & Date

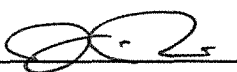
 3/22/19

Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 03/29/19

Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Taft Electric Company  
 1694 Eastman Avenue  
 VENTURA, CA 93003

**Date:** May 01, 2019

**Prime Change Order No:** 002

**Contract No:** 16P006-18

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 2.01**

**Bldg/Area:** Bldg. A and B

**Description:** Added conduit for power supply box used for the electrified door hardware fore the card readers

**Reason:** The contract documents did not show any power going to the power supply used for the door hardware. The power is required to operate the doors with electrified hardware.

**Benefit:** Provided power to door power supplies.

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$4,762.16**

**Time Extension:** ..... 0 Work Days

**Item 2.02**

**Bldg/Area:** Bldg A. Locker Rooms

**Description:** Added Exit Signs required by DSA at Men's and Women's faculty locker rooms and Men's and Women's Locker rooms.

**Reason:** Per the DSA field engineer the Men's and Women's faculty locker rooms and the Men's and Women's Locker room require added exit signs.

**Benefit:** Provide directional Egress from the locker rooms.

**Request By:** Owner

**CO Type:** Agency Driven Change

**Change Amount:** ..... **\$3,081.00**

**Time Extension:** ..... 0 Work Days



**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC18-TAF

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**Item 2.03**

**Bldg/Area:** Bldg. A 1st Floor Data Room  
**Description:** Added power to Building Management Panel  
**Reason:** The contract documents did not show power required to the Building Management System panel and new conduit and wire was added to provide power.  
**Benefit:** Provide power to the Building Management System panel.  
**Request By:** Architect  
**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$551.00**  
**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order	.....	<b>\$8,394.16</b>
Total Additional Work Days	.....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$24,410.60
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,380,853.60
Amount of Change Order No. 002	\$8,394.16
New Contract Sum:	\$5,389,247.76
Percentage of Change to Contract:	0.61 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC18-TAF

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This Change Order is hereby executed on behalf of the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

  
3/19/2019  
\_\_\_\_\_  
Signature & Date

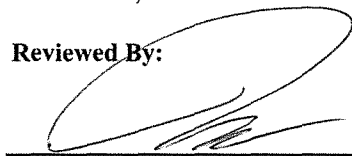
**Taft Electric Company**  
Chris Stevens  
1694 Eastman Avenue  
VENTURA, CA 93003

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
3/29/2019  
\_\_\_\_\_  
Signature & Date

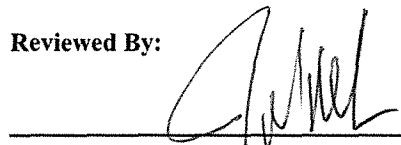
**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

  
03/22/19  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

  
3/22/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
03/29/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



Date: November 13, 2019

Project: Cerritos College  
Cerritos | Health & Wellness Complex

Prime Change Order No: 001

To: Taft Electric Company  
1694 Eastman Avenue  
VENTURA, CA 93003

Contract No: 16P006-18

Board Action: Ratification

**SUMMARY OF CHANGES:**

**Item**

Bldg/Area: Health Wellness Building A

Description: Added light spacing to separate each 40 feet linear fixture at the Men's and Women's Locker room ceiling every 8 feet.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Each 40ft linear fixture at the Men's and Women's locker rooms had to separated every 8ft and therefore the fixtures were modified to added end caps and jumpers

Benefit: Provide structural support of the suspended ceiling and still install linear lighting.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: ..... \$7,669.24

Time Extension: ..... 0 Work Days

**Item**

Bldg/Area: Bldg. A 212 Lobby

Description: Add outlet and basefeeds required for Owner supplied workstation at room 212A

Reason: The original floor outlet per the contract documents that was installed did not work with the workstation supplied by the Owner. An added outlet was required for the workstation and connection of (2) basefeeds

Benefit: Provide necessary power for the workstation

Request By: Owner

CO Type: Owner Change

Change Amount: ..... \$5,005.83

Time Extension: ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC18-TAF

---

**Item**

**Bldg/Area:** Men's and Women's Locker Room & Facility  
**Description:** Add Trim for Flush Lights at the Men's and Women's locker room and the Men's and Women's Facility Locker Rooms  
**Reason:** The lights that are specified are flush mount and require a trim piece in order to conceal the gap between the light and the edge of the drywall  
**Benefit:** Conceal gap between the drywall and the light fixture in order to create a finish look.  
**Request By:** Architect  
**CO Type:** Design Errors / Omissions  
**Change Amount:** ..... **\$11,735.53**  
**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$24,410.60</b>
Total Additional Work Days .....	<b>0 Days</b>

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New Contract Sum:	\$5,380,853.60
Percentage of Change to Contract:	0.46 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Taft Electric Company

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC18-TAF

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 the 16th day of January, <sup>2019</sup>2017

**Requested By:**

  
Signature & Date 11/14/2018

**Taft Electric Company**  
Chris Stevens  
1694 Eastman Avenue  
VENTURA, CA 93003

**Approved By:**

  
Signature & Date 1/22/2019

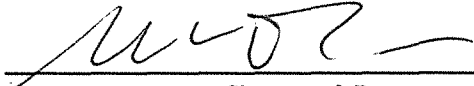
**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 11/17/2018

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
Signature & Date 12-20-18


**Cerritos College**  
Mark B. Logan, Director of Purchasing &  
Contract Administration

**Reviewed By:**

  
Signature & Date 11/21/18


**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:** KEVIN JONES

  
Signature & Date 1/21/18

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 11/29/18

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



RECEIVED  
MAR 06 2017  
TAFT ELECTRIC CO.

**PROJECT: Health and Wellness Complex / BID NO.: 16P006**

**DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18**

**BID CATEGORY: 18, Electrical/Communications/Fire Alarm**

**DOLLAR VALUE: \$ 5,356,443.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Taft Electric Company**

**TERM: 1,132 Calendar days**

**TIME FOR COMPLETION: 1132 Calendar Days**

**Taft Electric Company**

**Address: 1694 Eastman Avenue, Ventura, CA 93003**

**Phone: 805-642-0121**

**Fax: 805-650-9015**

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("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: **16P006, Health and Wellness Complex**  
**Category 18, Electrical/Communications/Fire Alarm**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) 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 C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,



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

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

**Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars**

**(\$ 5,356,443.00),**

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.

**CONTRACTOR**

TAFT ELECTRIC COMPANY

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

Title: President \_\_\_\_\_

Print Name: James Marsh \_\_\_\_\_

**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

**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><b>SUBJECT:        Consideration of Ratification of Change Order No. 2 [Errors/Omissions], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex</b></p>
---

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Errors/Omissions] in the amount of \$9,304 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 2 will be \$9,304, increasing the contract amount to \$438,437. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On June 7, 2017, the Board awarded a contract to Preferred Landscape, Inc. of Artesia, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 19 represents the Landscaping & Irrigation element of work. 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 \$9,304. The original contract amount approved by the Board was \$410,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the correction of design errors/omissions by adding drainage along the seat wall of the three (3) mound planters along the northwest corner of the site to alleviate ponding. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	May 1, 2019	\$9,304	6.94%
	1	July 18, 2018	\$19,133	4.67%

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 16P012-19 – Preferred Landscape, Inc.  
Change Order No. 1 to Contract No. 16P012-19 – Preferred Landscape, Inc.  
Contract No. 16P012-19 – Preferred Landscape, Inc.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Preferred Landscape, Inc.  
 17032 Roseton Avenue  
 Artesia, CA 90701

**Date:** March 19, 2019

**Prime Change Order No:** 002

**Contract No:** 16P012-19

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 2.01**

**Bldg/Area:** Northwest Corner of Health Wellness Site

**Description:** Added drainage along the seat wall of the (3) mound planters locate at the Northwest corner of the site.

**Reason:** At the (3) mounds located at the Northwest corner of the site there are seat wall abutting them. There was no drainage shown along the seat wall to allow the water to disperse and therefore would have created ponding. Burrito drains were added along side of the seat walls

**Benefit:** Alleviate drainage along the seat walls of the planter mounds

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** ..... **\$9,304.00**

**Time Extension:** ..... **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$9,304.00</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$410,000.00
Net Change by previous Change Order(s):	\$19,133.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$429,133.00
Amount of Change Order No. 002	\$9,304.00
New Contract Sum:	\$438,437.00
Percentage of Change to Contract:	6.94 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Preferred Landscape, Inc.

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC19-PRE

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 the \_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

 3/19/19  
\_\_\_\_\_  
Signature & Date

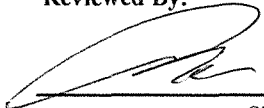
**Preferred Landscape, Inc.**  
Landon Masey  
17032 Roseton Avenue  
Artesia, CA 90701

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 3/29/2019  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 03/22/19  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 3/22/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 03/29/19  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Preferred Landscape, Inc.  
 17032 Roseton Avenue  
 Artesia, CA 90701

**Date:** July 18, 2018

**Prime Change Order No:** 001

**Contract No:** 16P012-19

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Site Phase 1

**Description:** Install 360 ft of schedule 40 6" reclaimed water line along the West elevation of the Health Service Complex adjacent to the Student Center.

**Reason:** The existing 6" reclaimed water line along the West elevation is made of transite pipe which is extremely fragile and is only 4ft below the existing grade. A new fire lane is being constructed as part of the new construction over the old reclaimed water line. The construction of the fire lane will imposed more weight onto the existing line and the line may potential break over time.

**Benefit:** The installation of the new reclaimed water line would help protect it from the surcharge imposed by the new fire lane.

**Request By:** Owner

**CO Type:** Owner Change

**Change Amount:** \_\_\_\_\_ **\$19,133.00**

**Time Extension:** \_\_\_\_\_ **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order _____	<b>\$19,133.00</b>
Total Additional Work Days _____	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$410,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$410,000.00
Amount of Change Order No. 001	\$19,133.00
New Contract Sum:	\$429,133.00
Percentage of Change to Contract:	4.67 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Preferred Landscape, Inc.

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC19-PRE

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 the 16<sup>th</sup> day of July, 2017 ~~2018~~

**Requested By:**

  
\_\_\_\_\_  
Signature & Date 5/30/18

**Preferred Landscape, Inc.**  
Mark Rose  
17032 Roseton Avenue  
Artesia, CA 90701

**Approved By:**

  
\_\_\_\_\_  
Signature & Date 7/23/2018

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

see Attached  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
\_\_\_\_\_  
Signature & Date 6-27-18

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

  
\_\_\_\_\_  
Signature & Date 5/31/18

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

  
\_\_\_\_\_  
Signature & Date 5/31/18

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
\_\_\_\_\_  
Signature & Date 06/12/18

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos | Health & Wellness Complex  
**To:** Preferred Landscape, Inc.

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC19-PRE

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

 5/30/18  
\_\_\_\_\_  
Signature & Date

**Preferred Landscape, Inc.**  
Mark Rose  
17032 Roseton Avenue  
Artesia, CA 90701

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 6/7/2018  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

 6-27-18  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 5/31/18  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 5/31/18  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 8/12/18  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**PROJECT: Health and Wellness Complex / BID NO.: 16P012**

**DATE OF CONTRACT: June 9, 2017 / CONTRACT NO.: 16P012-19**

**BID CATEGORY: 19, Landscaping & Irrigation**

**DOLLAR VALUE: \$ 410,000.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Preferred Landscape, Inc.**

**TERM: 1,040 Calendar days**

**TIME FOR COMPLETION: 60 CALENDAR DAYS**

**Preferred Landscape, Inc.**

**Address: 17032 Roseton Avenue, Artesia, CA 90701**

**Phone: 562-860-5020**

**Fax: 562-809-4916**

## AGREEMENT FORM

This Agreement is made and entered into this **9<sup>th</sup> day of June, 2017**, by and between the **Cerritos Community College District** ("District") and **Preferred Landscape, 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: **16P012, Health and Wellness Complex**  
**Category 19, Landscaping & Irrigation**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND FORTY (1,040) 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 C-27 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Four Hundred Ten Thousand and 00/100 Dollars**

**(\$ 410,000.00),**

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

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

**CONTRACTOR**

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

**DISTRICT**

~~CERRITOS COMMUNITY COLLEGE DISTRICT~~

By: [Signature]

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.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 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

<p><b>SUBJECT:        Consideration of Approval to Rescind Award of Food Services Agreement with Kelvin Khang, Inc. dba Yago Juice and Recommend Award of Food Services Agreement to Campus Food Services, Inc. for the District's Campus Food Services for Vendor Location No. 4.</b></p>
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**ACTION**

It is recommended that the Board of Trustees accept the withdrawal notice and rescind the award of the Food Service Vendor Operating Agreement with Kelvin Khang, Inc. dba Yago Juice, and award to Campus Foods Services, Inc. for the purpose of providing food services for the District at Vendor Location No. 4.

**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.

**REPORT SUMMARY**

On March 6, 2019, the Board of Trustees awarded Kelvin Khang, Inc. dba Yago Juice a food services agreement for the District's Campus Food Services for Vendor Location No. 4. The District was notified on April 9, 2019 that due to unforeseen business changes, Kelvin Khang, Inc. dba Yago Juice would be unable to fulfill the conditions of the agreement. Therefore, staff is recommending that the Board of Trustees rescind the award of Vendor Location No. 4 from Kelvin Khang, Inc. dba Yago Juice.

As a part of the original solicitation process for Request for Proposals (RFP) 18C0001, Food and/or Concession Services, Campus Food Services, Inc. (Campus Food Services) submitted a proposal for all vendor locations and was subsequently awarded Vendor Location Nos. 1, 2, 7, and a mobile cart during the March 6, 2019 Board of Trustee's meeting. Based upon Campus Food Services' proposal and interest in the location, the District is recommending the award of Vendor Location No. 4 to Campus Foods Services.

Due to the aforementioned recommended changes, staff is also proposing that the previous food concepts with Campus Food Services be reallocated, as follows:

1. Vendor Location No. 1: Healthy, blended drinks, juices, beverages, and grab-and-go items (formally board approved to be Mexican-type food with grill)

2. Vendor Location No. 2: Mexican-type food with grill (formerly Asian/wok-type food)
3. Vendor Location No. 4: Asian/wok-type food (formerly awarded to Kelvin Khang, Inc. dba Yago Juice for acai bowls)

The term for Location No. 4 will be for five years, starting on May 25, 2019 and ending on May 24, 2024. Campus Food Services, Inc. will pay a minimum of 12% monthly operating fee to the District and a one-time signing bonus of \$2,500 for the additional location. The terms and conditions for the previously awarded locations to Campus Food Services remains unchanged.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0276 - Food Service Vendor Agreement, Campus Food Services, Inc., Location No. 4



**CERRITOS COMMUNITY COLLEGE DISTRICT  
OPERATING AGREEMENT  
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 2<sup>nd</sup> day of **May 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 **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. Vendor shall not change any locks or cores (i.e., re-keying), or install other locks on doors or access ways, without the written consent of District. The aforementioned provision does not pertain to Vendor’s personal equipment, such as, refrigerators, cash registers, pantry cabinets, etc. Upon termination of this Agreement, Vendor shall deliver to District all keys that have been provided to Vendor within fifteen (15) calendar days.

**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: \_\_\_\_\_

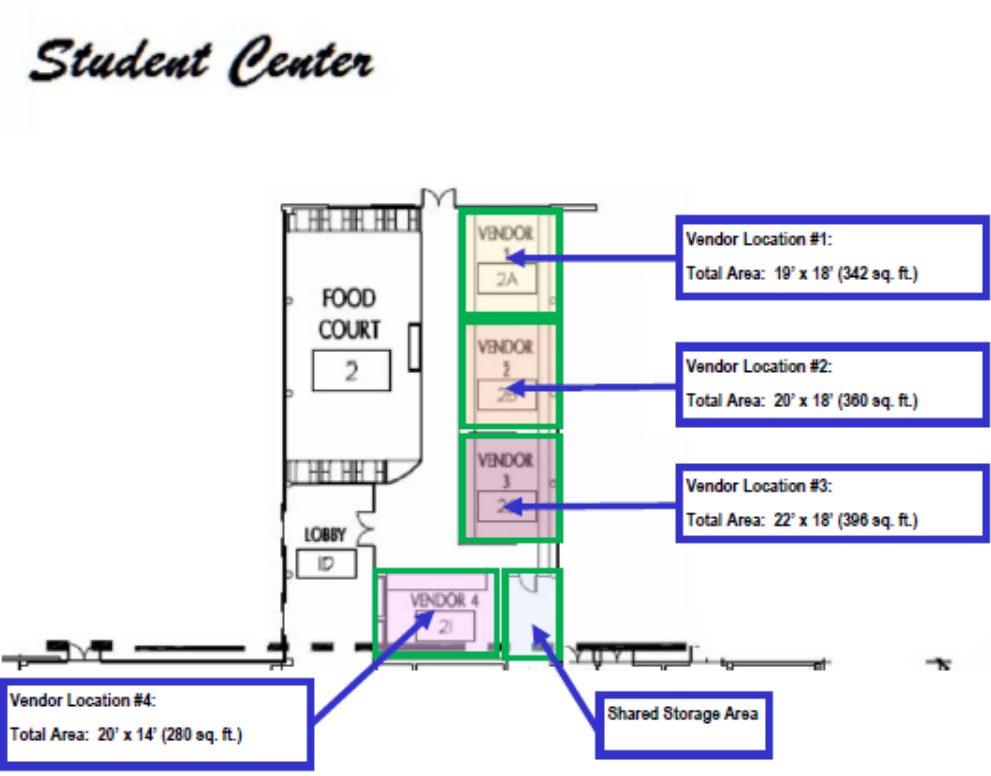
E-Mail: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

DRAFT

**Exhibit "A"**  
**District Facility**

Food Court, Vendor Location No. 4 - Approximate Two Hundred Eighty (280) 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. 4.
- 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.

**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

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**  
**Agenda Item No. 14**

**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

<b>SUBJECT:      Consideration of Ratification of Acceptance of Gifts</b>
---

**ACTION**

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

**FISCAL IMPACT**

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

**REPORT SUMMARY**

The following items were received on February 20, 2019.

**For Use in the Disabled Students Programs & Services Area (DSPS)**

- One (1) Braille Typewriter (Perkins Brailler) with Case

Donated by: Ms. Tammy Maldonado  
3655 Ocean Boulevard  
Long Beach, CA 90803

The estimated value of the above item is \$500.

**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: **May 1, 2019**  
**Agenda Item No.**

**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

<b>SUBJECT:      Consideration of Approval to Purchase Materials Through Other Public Agency Contracts</b>
--

**ACTION**

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interests, for fiscal year 2019-2020.

**FISCAL IMPACT**

There is no financial impact.

**REPORT SUMMARY**

California Public Contract Code Section 20652 authorizes the Board of Trustees, without advertising for bids, to contract for the lease or purchase of materials, supplies, equipment, automobiles, tractors and other personal property for Cerritos College through contract let by other public agencies (commonly referred to as "piggy-backing" contracts). Los Angeles County Office of Education (LACOE) requires the Board of Trustees to take specific action to determine that it is in the best interest for Cerritos College to utilize an existing bid or contract to make procurements pursuant to Section 20652, rather than receiving bids on its own behalf.

Public Contract Code Section 20653 also allows the purchase of materials, equipment, or supplies through the Department of General Services pursuant to Section 14814 of the Government Code.

Additionally, the passage of Assembly Bill No. 653 added Section 81646 to the Education Code and added Section 20653.5 to the Public Contract Code relating to postsecondary education (i.e., higher education) contracting practices. Specifically, AB 653 clarified that existing Education Code and Public Contract Code provisions do not preclude the governing board of a community college district from purchasing materials, equipment, supplies, or services under the same conditions as those specified in a contract lawfully awarded by the University of California (UC) or the California State University (CSU). As a result, AB 653 created efficiencies by making it easier for community college districts, the UC, and the CSU to share contracts with each other for the purpose of achieving added price savings through volume discounting.

An example of an existing public agency contract that Cerritos College utilizes for procurements is the CollegeBuys program offered by the Foundation for California Community Colleges (FCCC). Through the CollegeBuys institutional purchasing program, Cerritos College saves on a wide range of products and services – from software technology to high quality office and classroom furniture.

Other examples of piggy-back contracts include, but are not limited to, California Multiple Awards Schedule (CMAS), Los Angeles County Office of Education (LACOE), and Western States Contracting Alliance (WSCA) contracts.

This action authorizes the college to make procurements using existing public agency contracts as the need arises, which is in the best interest of Cerritos College pursuant to California Public Contract Code 20650 et seq. and Education Code 81646. Piggy-back procurements will be ratified by the Board of Trustees no less than within 60 days or as required by law.

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interest, for the fiscal year 2019-2020.

**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: **May 1, 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

<b>SUBJECT:            Consideration of Adoption of Resolution No. 19-0501B To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product</b>
--

**ACTION**

It is recommended that the Board of Trustees approve Resolution No. 19-0501B, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2019-2020 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below.

**FISCAL IMPACT**

Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

**REPORT SUMMARY**

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of \$92,600 or more.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the district; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; and (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless an Apple reseller has breached its contract with Apple, Inc.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2019-2020 as needed, to Apple, Inc.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Resolution No. 19-0501B

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO 19-0501B**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT  
APPROVING APPLE, INC. AS A SOLE SOURCE PROCUREMENT  
TO LET PURCHASE ORDERS OR CONTRACTS FOR PRODUCT**

**WHEREAS**, the Cerritos Community College District ("District") lets purchase orders with Apple, Inc. ("Apple") for the procurement of product each fiscal year; and

**WHEREAS**, the cost of procurements with Apple, Inc. may exceed the bid threshold as set forth in Public Contract Code Section 20651; and

**WHEREAS**, as a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids; and

**WHEREAS**, the college has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the college; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless and Apple reseller has breached its contract with Apple, Inc.; and

**WHEREAS**, The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2019-2020 as needed, to Apple, Inc.

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

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. That it would not produce any advantage to the District to competitively bid the purchase of Apple products.
- Section 3. That the District approves and authorizes the letting of a sole source purchase order and/or contract to Apple, Inc. for the procurement of product for fiscal year 2019 -2020.
- Section 4. The Board of Trustees delegates to the President/Superintendent, or his/her designee, authority to execute a purchase order and/or contract necessary for the procurement.

Section 5. That this Resolution No. 19-0501B shall take effect immediately upon its adoption.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Cerritos Community College District on this 1<sup>st</sup> day of May, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

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

Attested to:

---

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

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Resolution No. 19-0501C, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve Resolution No. 19-0501C, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors.

**FISCAL IMPACT**

No general funds will be used.

**REPORT SUMMARY**

California Public Contract Code Section 4100 et seq., referred to as the “Subletting and Subcontracting Fair Practices Act”, requires bidders for public works construction projects, at the time bids are submitted, to designate all of the subcontractors performing in excess of one half of one percent of the total bid that such bidder intends to utilize for the project. After the bids are submitted, a bidder can only substitute a designated subcontractor for specific reasons which are set forth in Public Contract Code Section 4107. Public Contract Code Section 4107 further provides that if a successful bidder desires to substitute one of its designated subcontractors after the bids are submitted, the designated subcontractor is entitled to a hearing by the public entity on the issue of the substitution request.

California Public Contract Code Section 4110 provides that a prime contractor’s violation of the provisions of Section 4100 et seq. constitutes a violation of the prime contractor’s contract with the public entity, and that such a violation may result in cancellation of the contract or assessment of a penalty in an amount of not more than 10 percent of the amount of the subcontract involved. Public Contract Code Section 4110 further provides that in any proceedings under Public Contract Code Section 4110, the prime contractor and/or subcontractor shall be entitled to a public hearing.

In order to expedite a hearing, pursuant to Education Code section 81655, the Board of Trustees may delegate to its Superintendent/President, or his/her designee, the authority to approve subcontractor substitutions, conduct hearings on subcontractor substitutions, and appoint a hearing officer for these hearings.

It is recommended that the Board of Trustees adopt the attached Resolution No. 19-0501C delegating the President/Superintendent of Cerritos College, or his or her designee, effective as of the date of its adoption, or until rescinded by the Board, the authority to approve substitution of subcontractors, to conduct potential hearings on substitution of subcontractors pursuant to Public Contract Code section 4100 et seq. with respect to any current and future district construction projects, and act as hearing officer or appoint a third party hearing officer for hearings on the substitution of subcontractors pursuant to Public Contract Code section 4100 et seq. with respect to any current and future Cerritos College construction projects.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Resolution No. 19-0501C

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 19-0501C**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT  
APPROVING THE DELEGATION OF AUTHORITY REGARDING APPROVAL OF  
SUBCONTRACTOR SUBSTITUTIONS AND POTENTIAL HEARINGS  
ON SUBSTITUTION OF SUBCONTRACTORS**

**WHEREAS**, California Public Contract Code, Section 4100 et seq., referred to as the “Subletting and Subcontracting Fair Practices Act”, requires bidders for public works construction projects, at the time bids are submitted, to designate all of the subcontractors performing in excess of one half of one percent of the total bid that such bidder intends to utilize for the project; and

**WHEREAS**, after the bids are submitted, a bidder can only substitute a designated subcontractor for specific reasons which are set forth in Public Contract Code Section 4107; and

**WHEREAS**, Public Contract Code Section 4110 provides that a prime contractor’s violation of the provisions of Public Contract Code Section 4100 et seq. constitutes a violation of the prime contractor’s contract with the public entity, and that such a violation may result in cancellation of the contract or assessment of a penalty in an amount of not more than 10 percent of the amount of the subcontract involved; and

**WHEREAS**, Public Contract Code Section 4110 further provides that in any proceedings under Public Contract Code Section 4110 the prime contractor and/or subcontractor shall be entitled to a public hearing; and

**WHEREAS**, in order to expedite the hearing process, pursuant to Education Code Section 81655, the Board of Trustees may delegate to President/Superintendent of Cerritos College, or his designee, the authority to approve subcontractor substitutions, conduct hearings on subcontractor substitutions requests, and appoint a hearing officer for such hearings.

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

- Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines:
  
- Section 2. That the Board of Trustees, pursuant to Education Code section 81655, delegates to the President/Superintendent of Cerritos College, or his designee, the authority to approve substitution of subcontractors, conduct necessary hearings on substitution of subcontractors requests pursuant to Public Contract Code Section 4100 et seq. with respect to any current and future Cerritos College construction projects, and act as hearing officer or appoint a third party hearing officer for necessary hearings on the substitution of subcontractors pursuant to Public Contract Code Section 4100 et seq. with respect to any current and future Cerritos College construction projects.

- Section 3. That the outcome of any hearing conducted under the delegation of authority set forth herein may be appealed to the Board of Trustees, and any such appeal shall be determined upon the record established pursuant to the earlier hearing.
- Section 4. That this delegation of authority shall be valid through June 30, 2020, or until rescinded by the Board of Trustees.
- Section 5. That this Resolution No. 19-0501C shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Cerritos Community College District on this 1<sup>st</sup> day of May 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

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

Attested to:

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



# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 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

<b>SUBJECT:        Consideration of Approval of Purchase Orders for the Month of March                          2019</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of March 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 March 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)**

March 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

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Run Date: 04/06/2019

Run Time: 02:56:48AM

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
03/02/19	0000070770	A		03/02/2019	COLUMBIA DENTOFORM	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.1	00000.0	00100	02530	4325	1240100	18-19	514.92	
				03/02/2019			0000070770									514.92
03/02/19	0000070771	C		03/02/2019	CCCCIO	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	300.00	
				03/02/2019			0000070771									300.00
03/02/19	0000070772	A		03/02/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	116.58	
				03/02/2019			0000070772									116.58
03/02/19	0000070774	C		03/02/2019	EZ AUTOMATED SYSTEMS , INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	1,693.13	
				03/02/2019			0000070774									1,693.13
03/02/19	0000070775	A		03/02/2019	JONES & BARTLETT LEARNING	BOOKS	Health	01.3	00000.0	00000	75305	4420	1200000	18-19	1,391.07	
				03/02/2019			0000070775									1,391.07
03/02/19	0000070776	A		03/02/2019	STAGE FRONT	ELECTRONIC SUPP/EQUIP	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	367.75	
				03/02/2019			0000070776									367.75
03/02/19	0000070777	A		03/02/2019	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71000	6450	6016000	18-19	2,563.22	
				03/02/2019			0000070777									2,563.22
03/02/19	0000070778	C		03/21/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	forensics	01.0	00000.0	00000	02550	5210	1506600	18-19	859.80	
				03/02/2019			0000070778									859.80
03/02/19	0000070779	C		03/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	forensics	01.0	00000.0	00000	02550	5210	1506600	18-19	3,301.89	
				03/02/2019			0000070779									3,301.89

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

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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													
03/02/19	0000070780	C	03/02/2019			SHERATON DENVER DOWNTOWN HOTEL	HOTELS	Health Services	69.0	00000.0	00000	03310	5210	6440000	18-19	1,169.08	
			<b>03/02/2019</b>					<b>0000070780</b>				<b>SHERATON DENVER DOWNTOWN HOTEL</b>				<b>1,169.08</b>	
03/02/19	0000070781	C	03/02/2019			CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	18-19	495.00	
			<b>03/02/2019</b>					<b>0000070781</b>				<b>CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED</b>				<b>495.00</b>	
03/02/19	0000070782	C	03/02/2019			TCB PRINTING	PRINTING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	26.28	
			<b>03/02/2019</b>					<b>0000070782</b>				<b>TCB PRINTING</b>				<b>26.28</b>	
03/02/19	0000070783	C	03/02/2019			RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	620.44	
			<b>03/02/2019</b>					<b>0000070783</b>				<b>RAN GRAPHICS</b>				<b>620.44</b>	
03/02/19	0000070784	C	03/02/2019			OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	602.62	
			<b>03/02/2019</b>					<b>0000070784</b>				<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>				<b>602.62</b>	
03/02/19	0000070785	C	03/02/2019			GRAINGER	MISCELLANEOUS	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	593.92	
			<b>03/02/2019</b>					<b>0000070785</b>				<b>GRAINGER</b>				<b>593.92</b>	
03/02/19	0000070786	A	03/02/2019			MSC INDUSTRIAL DIRECT, CO INC	MISCELLANEOUS	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	18-19	1,870.95	
									01.1	00000.0	00100	02600	4325	0976000	18-19	1,387.98	
			<b>03/02/2019</b>					<b>0000070786</b>				<b>MSC INDUSTRIAL DIRECT, CO INC</b>				<b>3,258.93</b>	
03/02/19	0000070787	C	03/27/2019			AMAZON	MISCELLANEOUS	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	30.81	
			<b>03/02/2019</b>					<b>0000070787</b>				<b>AMAZON</b>				<b>30.81</b>	
03/02/19	0000070788	C	03/02/2019			ULINE	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	636.64	
			<b>03/02/2019</b>					<b>0000070788</b>				<b>ULINE</b>				<b>636.64</b>	

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

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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												
03/02/19	0000070789	A		03/02/2019	ULINE	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	859.45	
								01.1	00000.0	00100	02600	4325	0960000	18-19	848.15	
					<b>03/02/2019</b>		<b>0000070789</b>									<b>1,707.60</b>
03/02/19	0000070790	A		03/02/2019	MCMaster CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	717.24	
					<b>03/02/2019</b>		<b>0000070790</b>									<b>717.24</b>
03/02/19	0000070791	C		03/02/2019	KIMBALL MIDWEST	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	730.40	
					<b>03/02/2019</b>		<b>0000070791</b>									<b>730.40</b>
03/02/19	0000070792	C		03/02/2019	MCMaster CARR SUPPLY CO.	MISCELLANEOUS	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	18-19	101.23	
					<b>03/02/2019</b>		<b>0000070792</b>									<b>101.23</b>
03/02/19	0000070793	C		03/27/2019	AMAZON	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	13.72	
					<b>03/02/2019</b>		<b>0000070793</b>									<b>13.72</b>
03/02/19	0000070795	C		03/27/2019	AMAZON	CAMERA SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	3,380.79	
					<b>03/02/2019</b>		<b>0000070795</b>									<b>3,380.79</b>
03/04/19	0000070796	C		03/04/2019	AMERICAN TENNIS LLC	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	18-19	996.45	
					<b>03/04/2019</b>		<b>0000070796</b>									<b>996.45</b>
03/05/19	0000070797	C		03/05/2019	DEPARTMENT OF MOTOR VEHICLES	OFFICE SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	25.00	
					<b>03/05/2019</b>		<b>0000070797</b>									<b>25.00</b>
03/05/19	0000070798	C		03/05/2019	DEPARTMENT OF MOTOR VEHICLES	OFFICE SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	50.00	
					<b>03/05/2019</b>		<b>0000070798</b>									<b>50.00</b>

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03/06/19	0000070799	C		03/06/2019	A2MEND	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07005	73460	7610	6730000	18-19	900.00	
						<b>03/06/2019</b>	<b>0000070799</b>			<b>A2MEND</b>						<b>900.00</b>
03/06/19	0000070800	C		03/06/2019	4C/SD	CONFERENCE AND TRAVEL	Staff Development	01.0	00000.0	00000	05100	5210	6750000	18-19	595.00	
						<b>03/06/2019</b>	<b>0000070800</b>			<b>4C/SD</b>						<b>595.00</b>
03/07/19	0000070801	C		03/07/2019	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	7,752.80	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	13,203.50	
						<b>03/07/2019</b>	<b>0000070801</b>			<b>PARKER &amp; COVERT, L.L.P.</b>						<b>20,956.30</b>
03/07/19	0000070802	A		03/07/2019	SCHINDLER ELEVATOR	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	4,790.00	
						<b>03/07/2019</b>	<b>0000070802</b>			<b>SCHINDLER ELEVATOR CORPORATION</b>						<b>4,790.00</b>
03/07/19	0000070803	C		03/07/2019	NATIONAL STUDENT CLEARINGHOUSE	DATA PROC SUPP/EQUIP/SERVICE	Instructional Office	01.0	00000.0	00000	02100	5810	6016000	18-19	1,048.95	
						<b>03/07/2019</b>	<b>0000070803</b>			<b>NATIONAL STUDENT CLEARINGHOUSE</b>						<b>1,048.95</b>
03/07/19	0000070804	C		03/07/2019	CHRISTENSEN, VALERIA	REIMBURSEMENT	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	18-19	191.68	
						<b>03/07/2019</b>	<b>0000070804</b>			<b>CHRISTENSEN, VALERIA</b>						<b>191.68</b>
03/07/19	0000070805	C		03/07/2019	SYN-TECH SYSTEMS, INC	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	550.00	
						<b>03/07/2019</b>	<b>0000070805</b>			<b>SYN-TECH SYSTEMS, INC</b>						<b>550.00</b>
03/07/19	0000070806	A		03/07/2019	ITC SYSTEMS	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00300	02220	4550	6120000	18-19	4,670.50	
						<b>03/07/2019</b>	<b>0000070806</b>			<b>ITC SYSTEMS</b>						<b>4,670.50</b>
03/07/19	0000070807	P		03/11/2019	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	14.49	

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						<b>03/07/2019</b>	<b>0000070807</b>	<b>AMAZON</b>								<b>14.49</b>
03/07/19	0000070808	C		03/07/2019	PEREZ, DILCIE	MOVING AND STORAGE	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	2,000.00	
						<b>03/07/2019</b>	<b>0000070808</b>	<b>PEREZ, DILCIE</b>								<b>2,000.00</b>
03/07/19	0000070809	A		03/08/2019	JAZZ Z BEAUTY PRODUCTS	LABORATORY SUPP/EQUIP	Theater	01.1	00000.0	00100	02520	4325	1055000	18-19	613.75	
						<b>03/07/2019</b>	<b>0000070809</b>	<b>JAZZ Z BEAUTY PRODUCTS</b>								<b>613.75</b>
03/07/19	0000070810	C		03/07/2019	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	188.10	
						<b>03/07/2019</b>	<b>0000070810</b>	<b>MCKINLEY, COLLEEN</b>								<b>188.10</b>
03/07/19	0000070811	C		03/27/2019	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	1,385.68	
						<b>03/07/2019</b>	<b>0000070811</b>	<b>AMAZON</b>								<b>1,385.68</b>
03/07/19	0000070812	P		03/14/2019	BANK OF AMERICA	LIGHTING SUPP/EQUIP/MAINT/SY	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	34.99	
						<b>03/07/2019</b>	<b>0000070812</b>	<b>BANK OF AMERICA</b>								<b>34.99</b>
03/07/19	0000070813	P		03/14/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	23.94	
						<b>03/07/2019</b>	<b>0000070813</b>	<b>BANK OF AMERICA</b>								<b>23.94</b>
03/07/19	0000070814	C		03/27/2019	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	02322	72000	4100	0900000	18-19	737.99	
						<b>03/07/2019</b>	<b>0000070814</b>	<b>AMAZON</b>								<b>737.99</b>
03/07/19	0000070815	A		03/07/2019	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	53.09	
						<b>03/07/2019</b>	<b>0000070815</b>	<b>CAROLINA BIOLOGICAL SUPPLY</b>								<b>53.09</b>
03/07/19	0000070816	C		03/07/2019	FRANTONE'S PIZZA	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	00000	74510	4550	6730000	18-19	514.66	

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						<b>03/07/2019</b>	<b>0000070816</b>									<b>514.66</b>
03/07/19	0000070817	A		03/08/2019	PEOPLESPLACE	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	549.34	
						<b>03/07/2019</b>	<b>0000070817</b>									<b>549.34</b>
03/07/19	0000070818	P		03/19/2019	AMAZON	CAMERA SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	18-19	2,877.00	
						<b>03/07/2019</b>	<b>0000070818</b>									<b>2,877.00</b>
03/07/19	0000070819	C		03/07/2019	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	52.53	
						<b>03/07/2019</b>	<b>0000070819</b>									<b>52.53</b>
03/07/19	0000070820	A		03/08/2019	POST UP STAND	ADVERTISING	Health	01.3	00000.0	04500	70200	5830	1200000	18-19	2,432.40	
						<b>03/07/2019</b>	<b>0000070820</b>									<b>2,432.40</b>
03/07/19	0000070821	C		03/27/2019	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	302.72	
						<b>03/07/2019</b>	<b>0000070821</b>									<b>302.72</b>
03/07/19	0000070822	C		03/16/2019	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	336.00	
						<b>03/07/2019</b>	<b>0000070822</b>									<b>336.00</b>
03/07/19	0000070823	C		03/07/2019	HIROHAMA, STEVEN	LABORATORY SUPP/EQUIP	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	234.53	
						<b>03/07/2019</b>	<b>0000070823</b>									<b>234.53</b>
03/07/19	0000070824	C		03/07/2019	SURVEYMONKEY.COM	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	18-19	384.00	
						<b>03/07/2019</b>	<b>0000070824</b>									<b>384.00</b>
03/07/19	0000070825	C		03/27/2019	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	93.66	

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						<b>03/07/2019</b>	<b>0000070825</b>	<b>AMAZON</b>								<b>93.66</b>
03/07/19	0000070826	C		03/16/2019	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	540.02	
						<b>03/07/2019</b>	<b>0000070826</b>	<b>BANK OF AMERICA</b>								<b>540.02</b>
03/07/19	0000070827	A		03/08/2019	ORION TELESCOPES & BINOCULARS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	164.22	
						<b>03/07/2019</b>	<b>0000070827</b>	<b>ORION TELESCOPES &amp; BINOCULARS</b>								<b>164.22</b>
03/07/19	0000070828	P		03/11/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	115.65	
						<b>03/07/2019</b>	<b>0000070828</b>	<b>AMAZON</b>								<b>115.65</b>
03/07/19	0000070829	A		03/08/2019	HARBOR FREIGHT TOOL	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	138.37	
						<b>03/07/2019</b>	<b>0000070829</b>	<b>HARBOR FREIGHT TOOL</b>								<b>138.37</b>
03/07/19	0000070830	A	1	03/11/2019	SARGENT-WELCH SCIENTIFIC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	1,602.88	
						<b>03/07/2019</b>	<b>0000070830</b>	<b>SARGENT-WELCH SCIENTIFIC</b>								<b>1,602.88</b>
03/07/19	0000070831	P		03/11/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70366	4320	6190000	18-19	982.27	
						<b>03/07/2019</b>	<b>0000070831</b>	<b>AMAZON</b>								<b>982.27</b>
03/07/19	0000070832	C		03/08/2019	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	317.13	
						<b>03/07/2019</b>	<b>0000070832</b>	<b>RAN GRAPHICS</b>								<b>317.13</b>
03/07/19	0000070833	C		03/27/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70366	4320	6190000	18-19	492.75	
						<b>03/07/2019</b>	<b>0000070833</b>	<b>AMAZON</b>								<b>492.75</b>
03/07/19	0000070834	C		03/07/2019	BRODART COMPANY	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	18-19	6,762.00	

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						<b>03/07/2019</b>	<b>0000070834</b>	<b>BRODART COMPANY</b>								<b>6,762.00</b>
03/07/19	0000070835	P		03/11/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	49.69	
						<b>03/07/2019</b>	<b>0000070835</b>	<b>BANK OF AMERICA</b>								<b>49.69</b>
03/07/19	0000070836	C		03/21/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Scholars' Honors Program	01.0	00000.0	00000	02100	5210	6197000	18-19	503.60	
						<b>03/07/2019</b>	<b>0000070836</b>	<b>BANK OF AMERICA</b>								<b>503.60</b>
03/07/19	0000070837	C		03/07/2019	KENNESAW STATE UNIVERSITY NCUR	CONFERENCE AND TRAVEL	Scholars' Honors Program	01.0	00000.0	00000	02100	5210	6197000	18-19	210.00	
						<b>03/07/2019</b>	<b>0000070837</b>	<b>KENNESAW STATE UNIVERSITY NCUR 2019</b>								<b>210.00</b>
03/07/19	0000070838	C		03/07/2019	HOLIDAY INN EXPRESS & SUITES	CONFERENCE AND TRAVEL	Scholars' Honors Program	01.0	00000.0	00000	02100	5210	6197000	18-19	704.46	
						<b>03/07/2019</b>	<b>0000070838</b>	<b>HOLIDAY INN EXPRESS &amp; SUITES</b>								<b>704.46</b>
03/07/19	0000070839	C		03/07/2019	ERICKSON LAW FIRM	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	2,227.50	
						<b>03/07/2019</b>	<b>0000070839</b>	<b>ERICKSON LAW FIRM</b>								<b>2,227.50</b>
03/07/19	0000070840	C		03/07/2019	ASSOC.OF COLLEGES FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	385.00	
						<b>03/07/2019</b>	<b>0000070840</b>	<b>ASSOC.OF COLLEGES FOR TUTORING &amp; LEARNIN</b>								<b>385.00</b>
03/07/19	0000070842	C		03/07/2019	RIO ALL SUITES HOTEL AND CASINO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	539.82	
						<b>03/07/2019</b>	<b>0000070842</b>	<b>RIO ALL SUITES HOTEL AND CASINO IN LV</b>								<b>539.82</b>
03/07/19	0000070843	C		03/07/2019	RIO ALL SUITES HOTEL AND CASINO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	539.82	
						<b>03/07/2019</b>	<b>0000070843</b>	<b>RIO ALL SUITES HOTEL AND CASINO IN LV</b>								<b>539.82</b>
03/07/19	0000070844	C		03/23/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	293.20	

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						<b>03/07/2019</b>	<b>0000070844</b>	<b>BANK OF AMERICA</b>								<b>293.20</b>
03/07/19	0000070845	C		03/07/2019	ASSOC.OF COLLEGES FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	385.00	
						<b>03/07/2019</b>	<b>0000070845</b>	<b>ASSOC.OF COLLEGES FOR TUTORING &amp; LEARNIN</b>								<b>385.00</b>
03/07/19	0000070846	C		03/07/2019	WASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	375.00	
								01.3	00000.0	00000	71120	5310	6460000	18-19	50.00	
						<b>03/07/2019</b>	<b>0000070846</b>	<b>WASFAA</b>								<b>425.00</b>
03/07/19	0000070847	C		03/07/2019	WASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	375.00	
								01.3	00000.0	00000	71120	5310	6460000	18-19	50.00	
						<b>03/07/2019</b>	<b>0000070847</b>	<b>WASFAA</b>								<b>425.00</b>
03/07/19	0000070848	C		03/07/2019	CCCCD/DIABLO VALLEY COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70366	5210	6190000	18-19	600.00	
						<b>03/07/2019</b>	<b>0000070848</b>	<b>CCCCD/DIABLO VALLEY COLLEGE</b>								<b>600.00</b>
03/07/19	0000070849	C		03/07/2019	FOUNDATION FOR CCC	CONFERENCE AND TRAVEL	Foster Care	01.3	00000.0	00000	75900	5210	1305700	18-19	800.00	
						<b>03/07/2019</b>	<b>0000070849</b>	<b>FOUNDATION FOR CCC</b>								<b>800.00</b>
03/07/19	0000070850	A		03/07/2019	VIA PROMOTIONALS INC.	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	18-19	2,173.58	
						<b>03/07/2019</b>	<b>0000070850</b>	<b>VIA PROMOTIONALS INC.</b>								<b>2,173.58</b>
03/07/19	0000070851	A		03/07/2019	VIA PROMOTIONALS INC.	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	18-19	240.91	
						<b>03/07/2019</b>	<b>0000070851</b>	<b>VIA PROMOTIONALS INC.</b>								<b>240.91</b>
03/07/19	0000070852	A		03/07/2019	VIA PROMOTIONALS INC.	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	18-19	390.31	
						<b>03/07/2019</b>	<b>0000070852</b>	<b>VIA PROMOTIONALS INC.</b>								<b>390.31</b>

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03/07/19	0000070853	A		03/07/2019	DRIVESAVERS, INC	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	5810	0501000	18-19	2,500.00	
				03/07/2019			0000070853									2,500.00
03/07/19	0000070854	A		03/07/2019	TCB PRINTING	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	84.32	
				03/07/2019			0000070854									84.32
03/07/19	0000070855	C		03/07/2019	MICRO CURRENT TECHNOLOGY, INC.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	613.97	
				03/07/2019			0000070855									613.97
03/07/19	0000070856	A		03/28/2019	MCMASTER CARR SUPPLY CO.	MISCELLANEOUS	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	18-19	30.66	
				03/07/2019			0000070856									30.66
03/07/19	0000070857	A		03/07/2019	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	516.79	
				03/07/2019			0000070857									516.79
03/07/19	0000070858	A		03/07/2019	GRAINGER	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	351.30	
				03/07/2019			0000070858									351.30
03/07/19	0000070860	C		03/07/2019	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	251.43	
				03/07/2019			0000070860									251.43
03/08/19	0000070861	C		03/08/2019	STAPLES ADVANTAGE	OFFICE SUPPLIES	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	18-19	389.25	
				03/08/2019			0000070861									389.25
03/08/19	0000070862	C		03/08/2019	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	18-19	3,335.00	
				03/08/2019			0000070862									3,335.00
03/08/19	0000070863	C		03/08/2019	ROSS-JONES, CLARA	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70320	4550	6190000	18-19	276.39	

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						<b>03/08/2019</b>	<b>000070863</b>	<b>ROSS-JONES, CLARA</b>								<b>276.39</b>
03/08/19	0000070864	X	1	03/30/2019	FREY SCIENTIFIC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	295.43	
						<b>03/08/2019</b>	<b>0000070864</b>	<b>FREY SCIENTIFIC</b>								<b>295.43</b>
03/08/19	0000070865	A		03/08/2019	FOUNDATION FOR CALIFORNIA	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	18-19	50.00	
						<b>03/08/2019</b>	<b>0000070865</b>	<b>FOUNDATION FOR CALIFORNIA COMMUNITY COLL</b>								<b>50.00</b>
03/08/19	0000070866	C		03/11/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	725.00	
						<b>03/08/2019</b>	<b>0000070866</b>	<b>BANK OF AMERICA</b>								<b>725.00</b>
03/08/19	0000070867	C		03/08/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	65.00	
						<b>03/08/2019</b>	<b>0000070867</b>	<b>BANK OF AMERICA</b>								<b>65.00</b>
03/08/19	0000070868	P		03/08/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	125.00	
						<b>03/08/2019</b>	<b>0000070868</b>	<b>BANK OF AMERICA</b>								<b>125.00</b>
03/08/19	0000070869	C		03/08/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	213.00	
						<b>03/08/2019</b>	<b>0000070869</b>	<b>BANK OF AMERICA</b>								<b>213.00</b>
03/08/19	0000070870	C		03/11/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	36.00	
						<b>03/08/2019</b>	<b>0000070870</b>	<b>BANK OF AMERICA</b>								<b>36.00</b>
03/09/19	0000070871	C		03/09/2019	INFOBASE	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	169.95	
						<b>03/09/2019</b>	<b>0000070871</b>	<b>INFOBASE</b>								<b>169.95</b>
03/09/19	0000070872	C		03/09/2019	CALSTART	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76618	5310	6190000	18-19	1,950.00	

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						<b>03/09/2019</b>	<b>0000070872</b>	<b>CALSTART</b>								<b>1,950.00</b>
03/09/19	0000070873	C		03/09/2019	RODGER'S CATERING	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	607.73	
						<b>03/09/2019</b>	<b>0000070873</b>	<b>RODGER'S CATERING</b>								<b>607.73</b>
03/09/19	0000070874	C		03/09/2019	MALIG, JANNET	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76617	4550	6190000	18-19	66.64	
						<b>03/09/2019</b>	<b>0000070874</b>	<b>MALIG, JANNET</b>								<b>66.64</b>
03/09/19	0000070875	C		03/09/2019	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76618	4550	6190000	18-19	193.10	
						<b>03/09/2019</b>	<b>0000070875</b>	<b>STAPLES ADVANTAGE</b>								<b>193.10</b>
03/09/19	0000070876	C		03/09/2019	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76619	4550	6190000	18-19	149.90	
						<b>03/09/2019</b>	<b>0000070876</b>	<b>STAPLES ADVANTAGE</b>								<b>149.90</b>
03/09/19	0000070877	A		03/09/2019	FENCESCREEN, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6120	7100000	18-19	1,281.29	
						<b>03/09/2019</b>	<b>0000070877</b>	<b>FENCESCREEN, INC.</b>								<b>1,281.29</b>
03/11/19	0000070878	C		03/11/2019	CLOVIS UNIFIED SCHOOL DISTRICT	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	802.86	
						<b>03/11/2019</b>	<b>0000070878</b>	<b>CLOVIS UNIFIED SCHOOL DISTRICT</b>								<b>802.86</b>
03/11/19	0000070879	C		03/11/2019	VICTOR VALLEY UNION HIGH	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	1,530.16	
						<b>03/11/2019</b>	<b>0000070879</b>	<b>VICTOR VALLEY UNION HIGH SCHOOL DISTRICT</b>								<b>1,530.16</b>
03/11/19	0000070880	C		03/11/2019	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	00000	74510	4550	6730000	18-19	375.04	
						<b>03/11/2019</b>	<b>0000070880</b>	<b>RODGER'S CATERING</b>								<b>375.04</b>
03/11/19	0000070881	C		03/12/2019	LA COUNTY REGISTRAR-RECOR	PUBLISHERS/PUBLICATIONS	Fiscal Operations	01.0	00000.0	00000	04100	5720	6721000	18-19	300.30	

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						03/11/2019	0000070881	LA COUNTY REGISTRAR-RECORDER/COUNTY								300.30
03/11/19	0000070882	A		03/12/2019	FOLLETT BOOKSTORE #603	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	394.20	
						03/11/2019	0000070882	FOLLETT BOOKSTORE #603								394.20
03/11/19	0000070883	C		03/12/2019	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	250.14	
						03/11/2019	0000070883	PERFECT FORM								250.14
03/11/19	0000070884	A		03/12/2019	PROMO DIRECT	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	1,019.41	
						03/11/2019	0000070884	PROMO DIRECT								1,019.41
03/11/19	0000070885	A		03/11/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	37,597.47	
						03/11/2019	0000070885	GOLDEN STAR TECHNOLOGY INC.								37,597.47
03/11/19	0000070886	P		03/14/2019	AMAZON	AUDIOVISUAL SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	39.99	
						03/11/2019	0000070886	AMAZON								39.99
03/11/19	0000070887	A		03/11/2019	B & H PHOTO VIDEO	PHOTOGRAPHIC SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	243.40	
						03/11/2019	0000070887	B & H PHOTO VIDEO								243.40
03/11/19	0000070888	C		03/11/2019	STAPLES ADVANTAGE	OFFICE SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	80.97	
						03/11/2019	0000070888	STAPLES ADVANTAGE								80.97
03/11/19	0000070889	C		03/11/2019	WURTH LOUIS & COMPANY	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	418.01	
						03/11/2019	0000070889	WURTH LOUIS & COMPANY								418.01
03/12/19	0000070890	C		03/26/2019	BANK OF AMERICA	TRAINING SUPP/EQUIP	Student Activities	01.0	00000.0	00000	03300	4550	6451000	18-19	112.40	

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						03/12/2019	0000070890			BANK OF AMERICA						112.40
03/12/19	0000070891	C		03/12/2019	UPTODATE, INC.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	18-19	519.00	
						03/12/2019	0000070891			UPTODATE, INC.						519.00
03/12/19	0000070892	A		03/12/2019	KLEIN EDUCATIONAL SYSTEMS, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6410	0900000	18-19	32,590.14	
						03/12/2019	0000070892			KLEIN EDUCATIONAL SYSTEMS, INC						32,590.14
03/12/19	0000070893	X	1	03/14/2019	CYNMAR CORPORATION	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	133.82	
						03/12/2019	0000070893			CYNMAR CORPORATION						133.82
03/12/19	0000070894	A		03/12/2019	RAN GRAPHICS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	5830	6016000	18-19	439.68	
						03/12/2019	0000070894			RAN GRAPHICS						439.68
03/12/19	0000070895	P		03/14/2019	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	29.94	
						03/12/2019	0000070895			AMAZON						29.94
03/12/19	0000070896	A	1	03/14/2019	CHRISTIAN PRINTING SERVICE	NON-INSTRUCTIONAL SUPPLIES	Multi-Cultural Studies	01.0	00000.0	00000	02320	4550	6192000	18-19	1,223.12	
						03/12/2019	0000070896			CHRISTIAN PRINTING SERVICE						1,223.12
03/12/19	0000070897	A		03/12/2019	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Multi-Cultural Studies	01.0	00000.0	00000	02320	4550	6192000	18-19	131.40	
						03/12/2019	0000070897			TCB PRINTING						131.40
03/12/19	0000070898	A		03/12/2019	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	4320	1000000	18-19	693.54	
						03/12/2019	0000070898			B & H PHOTO VIDEO						693.54
03/12/19	0000070899	C		03/12/2019	RAN GRAPHICS	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	5830	6300000	18-19	245.95	

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						<b>03/12/2019</b>	<b>0000070899</b>	<b>RAN GRAPHICS</b>								<b>245.95</b>
03/12/19	0000070900	A		03/12/2019	OUTWATER PLASTICS	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	278.13	
						<b>03/12/2019</b>	<b>0000070900</b>	<b>OUTWATER PLASTICS INDUSTRIES INC.</b>								<b>278.13</b>
03/12/19	0000070901	A		03/12/2019	CALIFORNIA PANEL & VENEER CO INC.	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	4,478.25	
						<b>03/12/2019</b>	<b>0000070901</b>	<b>CALIFORNIA PANEL &amp; VENEER CO INC.</b>								<b>4,478.25</b>
03/12/19	0000070902	C		03/12/2019	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70460	5210	0900000	18-19	5,629.25	
						<b>03/12/2019</b>	<b>0000070902</b>	<b>ON COURSE</b>								<b>5,629.25</b>
03/12/19	0000070903	C		03/12/2019	NAFSA	CONFERENCE AND TRAVEL	International Students	01.0	00000.0	00000	03420	5210	6452000	18-19	1,083.00	
						<b>03/12/2019</b>	<b>0000070903</b>	<b>NAFSA</b>								<b>1,083.00</b>
03/12/19	0000070904	C		03/12/2019	NAFSA	CONFERENCE AND TRAVEL	International Students	01.0	00000.0	00000	03420	5210	6452000	18-19	1,083.00	
						<b>03/12/2019</b>	<b>0000070904</b>	<b>NAFSA</b>								<b>1,083.00</b>
03/12/19	0000070905	P		03/14/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	18-19	378.20	
						<b>03/12/2019</b>	<b>0000070905</b>	<b>BANK OF AMERICA</b>								<b>378.20</b>
03/12/19	0000070906	C		03/14/2019	CCC MHWA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	18-19	100.00	
						<b>03/12/2019</b>	<b>0000070906</b>	<b>CCC MHWA</b>								<b>100.00</b>
03/12/19	0000070907	C		03/21/2019	HAMPTON INN OAKLAND-HAYWARD	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	18-19	230.89	
						<b>03/12/2019</b>	<b>0000070907</b>	<b>HAMPTON INN OAKLAND-HAYWARD</b>								<b>230.89</b>
03/12/19	0000070908	C		03/12/2019	ROMERO, GUSTAVO	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	7610	6300000	18-19	1,260.00	

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				03/12/2019			0000070908									1,260.00
				03/12/2019			0000070909									1,134.00
03/12/19	0000070909	C		03/12/2019	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	7630	6300000	18-19	1,134.00	
				03/12/2019			0000070909									1,134.00
				03/13/2019			0000070910									425.00
03/13/19	0000070910	C		03/13/2019	CCLC/CCCAA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	425.00	
				03/13/2019			0000070910									425.00
				03/13/2019			0000070911									194.60
03/13/19	0000070911	A		03/14/2019	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	194.60	
				03/13/2019			0000070911									194.60
				03/13/2019			0000070912									363.37
03/13/19	0000070912	A		04/04/2019	HERTZ CAR RENTAL	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	363.37	
				03/13/2019			0000070912									363.37
				03/13/2019			0000070913									550.00
03/13/19	0000070913	P		03/21/2019	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	550.00	
				03/13/2019			0000070913									550.00
				03/13/2019			0000070914									57.00
03/13/19	0000070914	P		03/13/2019	CCLC/CCCAA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	57.00	
				03/13/2019			0000070914									57.00
				03/13/2019			0000070915									225.00
03/13/19	0000070915	C		03/13/2019	DEPARTMENT OF INDUSTRIAL	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	225.00	
				03/13/2019			0000070915									225.00
				03/13/2019			0000070916									478.80
03/13/19	0000070916	C		03/13/2019	JOHNSON CONTROLS FIRE	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	478.80	
				03/13/2019			0000070916									478.80
				03/13/2019			0000070917									120.45
03/13/19	0000070917	A		03/13/2019	AMERIGAS PROPANE COMPANY	RENTS/RENTALS	Transportation	01.0	00000.0	00000	04400	5610	6492000	18-19	120.45	

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				03/13/2019			0000070917									120.45
03/13/19	0000070918	C		03/13/2019	PORTER BOILER SERVICE INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	840.00	
				03/13/2019			0000070918									840.00
03/13/19	0000070919	C		03/13/2019	SCHINDLER ELEVATOR	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	1,262.24	
				03/13/2019			0000070919									1,262.24
03/13/19	0000070920	C		03/13/2019	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	678.00	
							Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	3,706.44	
								42.2	00000.0	00000	65061	5730	7100000	18-19	342.00	
				03/13/2019			0000070920									4,726.44
03/13/19	0000070921	C		03/13/2019	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	9,991.38	
				03/13/2019			0000070921									9,991.38
03/13/19	0000070922	C		03/13/2019	FSBPT	MISCELLANEOUS	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	18-19	190.00	
				03/13/2019			0000070922									190.00
03/13/19	0000070923	A		03/18/2019	JDS TANK TESTING & REPAIR INC.	REPAIRS - OTHER	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5640	6550000	18-19	2,000.00	
				03/13/2019			0000070923									2,000.00
03/13/19	0000070924	C		03/13/2019	US BANK	BANKS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	18-19	250.00	
				03/13/2019			0000070924									250.00
03/13/19	0000070925	P		03/13/2019	AMAZON	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	9.99	

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						03/13/2019	0000070925	AMAZON								9.99
03/14/19	0000070926	P		03/14/2019	SCHOOL OUTFITTERS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	6,709.49	
						03/14/2019	0000070926	SCHOOL OUTFITTERS								6,709.49
03/14/19	0000070927	C		03/14/2019	AMERICAN ASSOCIATION OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	15,470.00	
						03/14/2019	0000070927	AMERICAN ASSOCIATION OF COMMUNITY COLLEG								15,470.00
03/14/19	0000070928	C		03/14/2019	LAKEWOOD FAMILY YMCA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	70.00	
						03/14/2019	0000070928	LAKEWOOD FAMILY YMCA								70.00
03/14/19	0000070929	C		03/14/2019	HACU ANNUAL CONFERENCE	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	18-19	600.00	
						03/14/2019	0000070929	HACU ANNUAL CONFERENCE								600.00
03/15/19	0000070930	C		03/15/2019	LOCK, BRADLEY	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	694.32	
						03/15/2019	0000070930	LOCK, BRADLEY								694.32
03/15/19	0000070931	C		03/15/2019	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	18-19	225.00	
						03/15/2019	0000070931	THEATRE SERVICES, INC.								225.00
03/15/19	0000070932	P		03/15/2019	AMAZON.COM SERVICES, INC.	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	44.91	
						03/15/2019	0000070932	AMAZON.COM SERVICES, INC.								44.91
03/15/19	0000070933	A		03/15/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	79,596.54	
						03/15/2019	0000070933	GOLDEN STAR TECHNOLOGY INC.								79,596.54
03/15/19	0000070934	C		03/15/2019	MACKEY, BRYAN	MISCELLANEOUS	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	600.00	

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						<b>03/15/2019</b>	<b>0000070934</b>	<b>MACKEY, BRYAN</b>								<b>600.00</b>
03/15/19	0000070935	A		03/15/2019	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	18-19	166.92	
						<b>03/15/2019</b>	<b>0000070935</b>	<b>RAN GRAPHICS</b>								<b>166.92</b>
03/15/19	0000070936	A		03/15/2019	CHRISTIAN PRINTING SERVICE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	652.62	
						<b>03/15/2019</b>	<b>0000070936</b>	<b>CHRISTIAN PRINTING SERVICE</b>								<b>652.62</b>
03/15/19	0000070937	C		03/15/2019	DOUBLETREE BY HILTON-	CONFERENCE AND TRAVEL	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	18-19	109.06	
						<b>03/15/2019</b>	<b>0000070937</b>	<b>DOUBLETREE BY HILTON- SACRAMENTO</b>								<b>109.06</b>
03/15/19	0000070938	P		03/15/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	18-19	117.96	
						<b>03/15/2019</b>	<b>0000070938</b>	<b>BANK OF AMERICA</b>								<b>117.96</b>
03/15/19	0000070939	C		03/15/2019	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	251.43	
						<b>03/15/2019</b>	<b>0000070939</b>	<b>RAN GRAPHICS</b>								<b>251.43</b>
03/15/19	0000070940	C		03/15/2019	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	280.80	
						<b>03/15/2019</b>	<b>0000070940</b>	<b>RAN GRAPHICS</b>								<b>280.80</b>
03/15/19	0000070941	A		03/15/2019	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	134.26	
						<b>03/15/2019</b>	<b>0000070941</b>	<b>RAN GRAPHICS</b>								<b>134.26</b>
03/16/19	0000070942	C		03/16/2019	GATEWAY GUARDIAN	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	300.00	
						<b>03/16/2019</b>	<b>0000070942</b>	<b>GATEWAY GUARDIAN NEWSPAPER, INC.</b>								<b>300.00</b>
03/16/19	0000070943	C		03/25/2019	WALTER MACIEL GALLERY	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.01	

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				03/16/2019			0000070943									1,000.01
03/16/19	0000070944	C		03/25/2019	KATZ, VIRGINIA RUTH	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,270.30	
				03/16/2019			0000070944									1,270.30
03/16/19	0000070945	C		03/25/2019	PAULL, JULIA	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	985.50	
				03/16/2019			0000070945									985.50
03/16/19	0000070946	C		03/25/2019	NAZARIAN, SHULAMIT	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,500.00	
				03/16/2019			0000070946									1,500.00
03/16/19	0000070947	C		03/25/2019	COMMONWEALTH AND COUNCIL	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	2,499.99	
				03/16/2019			0000070947									2,499.99
03/16/19	0000070948	C		03/25/2019	NGUYEN, HUNG VIET	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.00	
				03/16/2019			0000070948									1,000.00
03/16/19	0000070949	C		03/25/2019	OSLINE, NAIDA	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.00	
				03/16/2019			0000070949									1,000.00
03/16/19	0000070950	C		03/25/2019	ONDRUS, CHRISTINA ANNE	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	2,000.00	
				03/16/2019			0000070950									2,000.00
03/16/19	0000070951	C		03/25/2019	WIMBLEY, JESSICA	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.00	
				03/16/2019			0000070951									1,000.00
03/16/19	0000070952	C		03/25/2019	HURTADO SEGOVIA, LORENZO ERICK	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,200.00	

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						03/16/2019	0000070952									1,200.00
						HURTADO SEGOVIA, LORENZO ERICK										
03/16/19	0000070953	C		03/25/2019	CHARLIE JAMES GALLERY	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	2,000.00	
						03/16/2019	0000070953									2,000.00
						CHARLIE JAMES GALLERY										
03/16/19	0000070954	C		03/25/2019	OCHI GALLERY LLC	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	2,000.00	
						03/16/2019	0000070954									2,000.00
						OCHI GALLERY LLC										
03/16/19	0000070955	C		03/25/2019	GREENFIELD, MARK STEVEN	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.00	
						03/16/2019	0000070955									1,000.00
						GREENFIELD, MARK STEVEN										
03/16/19	0000070956	C		03/25/2019	MANFULL, MELISSA	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,200.00	
						03/16/2019	0000070956									1,200.00
						MANFULL, MELISSA										
03/16/19	0000070957	C		03/25/2019	MARQUEZ, ALVARO D.	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,200.00	
						03/16/2019	0000070957									1,200.00
						MARQUEZ, ALVARO D.										
03/16/19	0000070958	C		03/25/2019	THIBEAULT, MARIE	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	1,000.00	
						03/16/2019	0000070958									1,000.00
						THIBEAULT, MARIE										
03/18/19	0000070959	P		03/18/2019	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	38.98	
						03/18/2019	0000070959									38.98
						AMAZON										
03/18/19	0000070960	A		03/18/2019	KLEIN EDUCATIONAL SYSTEMS, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	18-19	10,090.43	
						03/18/2019	0000070960									10,090.43
						KLEIN EDUCATIONAL SYSTEMS, INC										
03/18/19	0000070961	A		03/18/2019	MSC INDUSTRIAL DIRECT, CO INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	473.03	

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						<b>03/18/2019</b>	<b>0000070961</b>	<b>MSC INDUSTRIAL DIRECT, CO INC</b>								<b>473.03</b>
03/18/19	0000070962	A		03/18/2019	SDC PUBLICATIONS, INC.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	133.81	
						<b>03/18/2019</b>	<b>0000070962</b>	<b>SDC PUBLICATIONS, INC.</b>								<b>133.81</b>
03/18/19	0000070963	P		03/18/2019	CDW-GOVERNMENT INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	49.90	
						<b>03/18/2019</b>	<b>0000070963</b>	<b>CDW-GOVERNMENT INC</b>								<b>49.90</b>
03/18/19	0000070964	C		03/18/2019	SOUTH COAST WINERY RESORT &	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	3,790.00	
						<b>03/18/2019</b>	<b>0000070964</b>	<b>SOUTH COAST WINERY RESORT &amp; SPA</b>								<b>3,790.00</b>
03/18/19	0000070965	C		03/18/2019	PHILLIPS DESIGN & MARKETING, INC.	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	547.88	
						<b>03/18/2019</b>	<b>0000070965</b>	<b>PHILLIPS DESIGN &amp; MARKETING, INC.</b>								<b>547.88</b>
03/18/19	0000070966	A		03/18/2019	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	315.60	
								01.0	00000.0	00000	03320	5830	6493000	18-19	315.60	
						<b>03/18/2019</b>	<b>0000070966</b>	<b>RAN GRAPHICS</b>								<b>631.20</b>
03/18/19	0000070967	C		03/18/2019	PACIFIC PARKING SYSTEMS INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	2,719.00	
						<b>03/18/2019</b>	<b>0000070967</b>	<b>PACIFIC PARKING SYSTEMS INC.</b>								<b>2,719.00</b>
03/18/19	0000070968	C		03/18/2019	ACADEMIC SENATE FOR CA COMM	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	300.00	
						<b>03/18/2019</b>	<b>0000070968</b>	<b>ACADEMIC SENATE FOR CA COMM COLLEGES</b>								<b>300.00</b>
03/18/19	0000070969	C		03/18/2019	DOUBLETREE BY HILTON SAN DIEGO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	1,180.77	
						<b>03/18/2019</b>	<b>0000070969</b>	<b>DOUBLETREE BY HILTON SAN DIEGO</b>								<b>1,180.77</b>

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03/18/19	0000070970	C		03/18/2019	FOUNDATION FOR CCC	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	100.00	
				03/18/2019			0000070970				FOUNDATION FOR CCC					100.00
03/18/19	0000070971	C		03/18/2019	PEDAGOGICAL INSTITUTE OF LOS	CONFERENCE AND TRAVEL	Child Development	01.3	00000.0	70771	70770	5210	6920000	18-19	550.00	
				03/18/2019			0000070971				PEDAGOGICAL INSTITUTE OF LOS ANGELES					550.00
03/18/19	0000070972	A		03/18/2019	SKYLINE SITE SERVICES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	15,027.00	
				03/18/2019			0000070972				SKYLINE SITE SERVICES					15,027.00
03/18/19	0000070973	A		03/18/2019	UWORLD	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	6,160.00	
				03/18/2019			0000070973				UWORLD					6,160.00
03/19/19	0000070974	C		03/19/2019	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70460	5210	0900000	18-19	2,015.50	
				03/19/2019			0000070974				ON COURSE					2,015.50
03/19/19	0000070975	C		03/19/2019	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70460	5210	0900000	18-19	3,204.00	
				03/19/2019			0000070975				ON COURSE					3,204.00
03/19/19	0000070976	A		03/19/2019	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	796.00	
				03/19/2019			0000070976				BANK OF AMERICA					796.00
03/19/19	0000070977	A		03/19/2019	ACHIEVERS	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	18-19	713.21	
				03/19/2019			0000070977				ACHIEVERS					713.21
03/19/19	0000070978	A		03/19/2019	DEFINE3, LLC	AWARDS/CERTIFICATES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	894.62	
				03/19/2019			0000070978				DEFINE3, LLC					894.62
03/19/19	0000070979	A		03/19/2019	PCC NETWORK SOLUTIONS	OPEN1	Matriculation-Stdnt Assessment	01.0	00000.0	00000	03410	6130	6320000	18-19	8,827.12	

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						03/19/2019	0000070979	PCC NETWORK SOLUTIONS								8,827.12
03/19/19	0000070980	A		03/19/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	18-19	51,825.50	
						03/19/2019	0000070980	GOLDEN STAR TECHNOLOGY INC.								51,825.50
03/19/19	0000070981	A		03/19/2019	FASTSIGNS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	18-19	202.38	
						03/19/2019	0000070981	FASTSIGNS								202.38
03/19/19	0000070982	A		03/19/2019	LAGUNA CLAY COMPANY	LABORATORY SUPP/EQUIP	Ceramics	01.1	00000.0	00100	02520	4325	1002300	18-19	1,863.68	
						03/19/2019	0000070982	LAGUNA CLAY COMPANY								1,863.68
03/19/19	0000070983	A		03/19/2019	VWR INTERNATIONAL	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	2,365.73	
						03/19/2019	0000070983	VWR INTERNATIONAL								2,365.73
03/19/19	0000070984	A		03/19/2019	ALL AMERICAN TROPHY	AWARDS/CERTIFICATES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	876.00	
						03/19/2019	0000070984	ALL AMERICAN TROPHY								876.00
03/19/19	0000070985	A		03/19/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	1,381.63	
						03/19/2019	0000070985	DIVERSIFIED BUSINESS SERVICES								1,381.63
03/19/19	0000070986	A		03/19/2019	RAN GRAPHICS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	311.65	
						03/19/2019	0000070986	RAN GRAPHICS								311.65
03/19/19	0000070987	A		03/23/2019	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	466.49	
								01.0	00000.0	00000	03320	4550	6493000	18-19	104.88	
						03/19/2019	0000070987	DIVERSIFIED BUSINESS SERVICES								571.37

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03/19/19	0000070988	P		03/19/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	18-19	420.84	
						<b>03/19/2019</b>	<b>0000070988</b>			<b>AMAZON</b>						<b>420.84</b>
03/20/19	0000070989	C		03/20/2019	FOUNDATION FOR CCC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	100.00	
						<b>03/20/2019</b>	<b>0000070989</b>			<b>FOUNDATION FOR CCC</b>						<b>100.00</b>
03/20/19	0000070990	C		03/20/2019	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	140.00	
						<b>03/20/2019</b>	<b>0000070990</b>			<b>SOROPTIMIST INTERNATIONAL OF ARTESIA-CER</b>						<b>140.00</b>
03/20/19	0000070991	C		03/20/2019	EVENTS BY NOONAN	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	18-19	2,445.00	
						<b>03/20/2019</b>	<b>0000070991</b>			<b>EVENTS BY NOONAN</b>						<b>2,445.00</b>
03/20/19	0000070992	C		03/20/2019	CACCRAO	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	18-19	395.00	
						<b>03/20/2019</b>	<b>0000070992</b>			<b>CACCRAO</b>						<b>395.00</b>
03/21/19	0000070993	A		03/21/2019	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	1,930.44	
						<b>03/21/2019</b>	<b>0000070993</b>			<b>BANK OF AMERICA</b>						<b>1,930.44</b>
03/21/19	0000070994	C		03/21/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	1,665.00	
						<b>03/21/2019</b>	<b>0000070994</b>			<b>BANK OF AMERICA</b>						<b>1,665.00</b>
03/23/19	0000070995	C		03/23/2019	KANOPY LLC	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	24,000.00	
						<b>03/23/2019</b>	<b>0000070995</b>			<b>KANOPY LLC</b>						<b>24,000.00</b>
03/23/19	0000070996	C		03/23/2019	PETERSON'S A NELNET COMPANY	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	18-19	49.48	
						<b>03/23/2019</b>	<b>0000070996</b>			<b>PETERSON'S A NELNET COMPANY</b>						<b>49.48</b>
03/23/19	0000070997	A		03/23/2019	JOHNSON CONTROLS FIRE	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65040	6130	7100000	18-19	9,983.00	

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						<b>03/23/2019</b>	<b>0000070997</b>	<b>JOHNSON CONTROLS FIRE PROTECTION LP</b>								<b>9,983.00</b>
03/23/19	0000070998	P		03/23/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	219.94	
						<b>03/23/2019</b>	<b>0000070998</b>	<b>BANK OF AMERICA</b>								<b>219.94</b>
03/23/19	0000070999	A		03/23/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	397.16	
						<b>03/23/2019</b>	<b>0000070999</b>	<b>HENRY SCHEIN INC</b>								<b>397.16</b>
03/23/19	0000071000	A		03/23/2019	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	502.61	
						<b>03/23/2019</b>	<b>0000071000</b>	<b>OFFICE SOLUTIONS</b>								<b>502.61</b>
03/23/19	0000071001	A		03/23/2019	KILGORE INTERNATIONAL INC.	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	80.94	
						<b>03/23/2019</b>	<b>0000071001</b>	<b>KILGORE INTERNATIONAL INC.</b>								<b>80.94</b>
03/23/19	0000071002	A		03/23/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	4,193.61	
						<b>03/23/2019</b>	<b>0000071002</b>	<b>HENRY SCHEIN INC</b>								<b>4,193.61</b>
03/23/19	0000071003	A		03/23/2019	TUGG, INC.	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	398.25	
						<b>03/23/2019</b>	<b>0000071003</b>	<b>TUGG, INC.</b>								<b>398.25</b>
03/23/19	0000071004	A		03/23/2019	ISMILE DENTAL PRODUCTS, INC.	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	2,167.15	
						<b>03/23/2019</b>	<b>0000071004</b>	<b>ISMILE DENTAL PRODUCTS, INC.</b>								<b>2,167.15</b>
03/23/19	0000071005	A		03/23/2019	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health	01.3	00000.0	00000	75305	6450	1200000	18-19	6,433.13	
						<b>03/23/2019</b>	<b>0000071005</b>	<b>CONCORDANCE HEALTHCARE SOLUTIONS</b>								<b>6,433.13</b>
03/23/19	0000071006	A		03/23/2019	MONET MEDICAL INC.	MEDICAL & LAB SUPP/EQUIP	Health	01.3	00000.0	00000	75305	6450	1200000	18-19	1,758.63	

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						<b>03/23/2019</b>	<b>000071006</b>	<b>MONET MEDICAL INC.</b>							<b>1,758.63</b>	
03/23/19	000071007	A		03/23/2019	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	18-19	87.18	
						TONER CARTRIDGES		01.0	00000.0	00000	02530	4320	1201000	18-19	132.10	
						<b>03/23/2019</b>	<b>000071007</b>	<b>OFFICE SOLUTIONS</b>							<b>219.28</b>	
03/23/19	000071008	A		03/23/2019	SIRSIDYNIX CORPORATION	LIBRARY SUPP/EQUIP	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	5,600.00	
						<b>03/23/2019</b>	<b>000071008</b>	<b>SIRSIDYNIX CORPORATION</b>							<b>5,600.00</b>	
03/23/19	000071009	C		03/23/2019	AMERICAN DENTAL ASSOCIATION	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	18-19	4,010.00	
						<b>03/23/2019</b>	<b>000071009</b>	<b>AMERICAN DENTAL ASSOCIATION</b>							<b>4,010.00</b>	
03/25/19	000071010	A		03/26/2019	DIVERSIFIED BUSINESS SERVICES	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	1,922.95	
						<b>03/25/2019</b>	<b>000071010</b>	<b>DIVERSIFIED BUSINESS SERVICES</b>							<b>1,922.95</b>	
03/25/19	000071011	C		03/25/2019	WANG, LYNN	NON-INSTRUCTIONAL SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	60.12	
						<b>03/25/2019</b>	<b>000071011</b>	<b>WANG, LYNN</b>							<b>60.12</b>	
03/25/19	000071012	A		03/26/2019	CDW-GOVERNMENT INC	PHOTOGRAPHIC SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	67.38	
						<b>03/25/2019</b>	<b>000071012</b>	<b>CDW-GOVERNMENT INC</b>							<b>67.38</b>	
03/25/19	000071013	A		03/25/2019	JOSTENS, INC.	GRADUATION SUPPLIES	Instr Admin-Graduatio	01.0	00000.0	00000	03100	4370	6091000	18-19	16,178.84	
						<b>03/25/2019</b>	<b>000071013</b>	<b>JOSTENS, INC.</b>							<b>16,178.84</b>	
03/25/19	000071014	A		03/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	607.01	
						<b>03/25/2019</b>	<b>000071014</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>							<b>607.01</b>	

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03/25/19	0000071015	C		03/25/2019	JOBELEPHANT.COM INC.	ADVERTISING	Human Resources	01.0	00000.0	00000	05100	5830	6730000	18-19	11,750.00	
				03/25/2019			0000071015									11,750.00
03/25/19	0000071016	P		03/25/2019	AMAZON	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	18-19	97.98	
				03/25/2019			0000071016									97.98
03/25/19	0000071017	A		03/25/2019	HEARTSMART.COM	OFFICE SUPPLIES	Health Services	69.0	00000.0	00900	03310	4550	6440000	18-19	97.46	
				03/25/2019			0000071017									97.46
03/25/19	0000071018	P		04/02/2019	BANK OF AMERICA	OFFICE SUPPLIES	Health Services	69.0	00000.0	00900	03310	4550	6440000	18-19	93.80	
				03/25/2019			0000071018									93.80
03/25/19	0000071019	C		03/25/2019	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07001	73460	4550	6730000	18-19	598.14	
				03/25/2019			0000071019									598.14
03/25/19	0000071020	P		03/25/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	376.59	
				03/25/2019			0000071020									376.59
03/25/19	0000071021	C		03/25/2019	FOKI'S MICROSCOPE'S	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	5640	6440000	18-19	710.00	
				03/25/2019			0000071021									710.00
03/25/19	0000071022	A		03/26/2019	CDW-GOVERNMENT INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	25,828.36	
				03/25/2019			0000071022									25,828.36
03/25/19	0000071023	A		03/25/2019	OUTFRONT MEDIA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	10,000.00	
				03/25/2019			0000071023									10,000.00
03/25/19	0000071024	A		03/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	2,175.72	

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03/25/19	0000071024	A		03/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	18-19	3,267.56	
								39.1	00000.0	00000	79880	6450	4900000	18-19	2,597.06	
				<b>03/25/2019</b>			<b>0000071024</b>				<b>GOLDEN STAR TECHNOLOGY INC.</b>					<b>8,040.34</b>
03/25/19	0000071025	A		03/25/2019	TCB PRINTING	PRINTING SERVICES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	18-19	58.04	
				<b>03/25/2019</b>			<b>0000071025</b>				<b>TCB PRINTING</b>					<b>58.04</b>
03/25/19	0000071026	A		03/25/2019	PARAGON MICRO	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	7,306.50	
				<b>03/25/2019</b>			<b>0000071026</b>				<b>PARAGON MICRO</b>					<b>7,306.50</b>
03/25/19	0000071027	A		03/28/2019	ITPROTV	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	70366	5310	6190000	18-19	599.90	
				<b>03/25/2019</b>			<b>0000071027</b>				<b>ITPROTV</b>					<b>599.90</b>
03/26/19	0000071028	A		03/26/2019	KLINGSPOR ABRASIVES INC.	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	792.25	
				<b>03/26/2019</b>			<b>0000071028</b>				<b>KLINGSPOR ABRASIVES INC.</b>					<b>792.25</b>
03/26/19	0000071029	C		03/26/2019	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	75.64	
				<b>03/26/2019</b>			<b>0000071029</b>				<b>MacDEVITT, JAMES</b>					<b>75.64</b>
03/26/19	0000071030	P		03/26/2019	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	99.56	
				<b>03/26/2019</b>			<b>0000071030</b>				<b>AMAZON</b>					<b>99.56</b>
03/26/19	0000071031	A		03/26/2019	LIBERTY PAPER	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	25,064.55	
				<b>03/26/2019</b>			<b>0000071031</b>				<b>LIBERTY PAPER</b>					<b>25,064.55</b>
03/26/19	0000071032	C		03/26/2019	BURRO CANYON SHOOTING PARK	INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	40.00	
				<b>03/26/2019</b>			<b>0000071032</b>				<b>BURRO CANYON SHOOTING PARK</b>					<b>40.00</b>

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03/26/19	0000071033	C		03/26/2019	SEAN HIGGINS INC.	MISCELLANEOUS	Other Ancillary Services	69.5	00000.0	00000	06901	6460	6999000	18-19	2,000.00	
				03/26/2019			0000071033			SEAN HIGGINS INC.						2,000.00
03/26/19	0000071034	A		03/26/2019	SCIENCE FIRST LLC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	92.03	
				03/26/2019			0000071034			SCIENCE FIRST LLC						92.03
03/26/19	0000071035	A		03/26/2019	HONORS TRANSFER COUNCIL	CONFERENCE AND TRAVEL	Scholars' Honors Program	01.0	00000.0	00000	02100	5210	6197000	18-19	50.00	
				03/26/2019			0000071035			HONORS TRANSFER COUNCIL						50.00
03/27/19	0000071036	C		03/27/2019	CA COMM COLL STUDENT AFFAIRS	MISCELLANEOUS	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	300.00	
				03/27/2019			0000071036			CA COMM COLL STUDENT AFFAIRS ASSOCIATION						300.00
03/27/19	0000071037	A		03/27/2019	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	426.64	
				03/27/2019			0000071037			BANK OF AMERICA						426.64
03/27/19	0000071038	C		03/27/2019	NCCHC	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	01210	5830	6190000	18-19	1,500.00	
				03/27/2019			0000071038			NCCHC						1,500.00
03/27/19	0000071039	A		03/27/2019	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	426.64	
				03/27/2019			0000071039			BANK OF AMERICA						426.64
03/27/19	0000071040	C		03/27/2019	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70460	5210	0900000	18-19	1,426.50	
				03/27/2019			0000071040			ON COURSE						1,426.50
03/27/19	0000071041	A		03/27/2019	SKYHORSE PUBLISHING, INC.	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	74.24	
				03/27/2019			0000071041			SKYHORSE PUBLISHING, INC.						74.24
03/27/19	0000071042	A		04/03/2019	SOUTH COAST INDUSTRIAL DOOR,	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	350.00	

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				03/27/2019			0000071042									350.00
03/27/19	0000071043	A		03/27/2019	AMERIGAS PROPANE COMPANY	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	71.93	
				03/27/2019			0000071043									71.93
03/27/19	0000071044	C		03/27/2019	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	18-19	969.44	
				03/27/2019			0000071044									969.44
03/27/19	0000071045	A		03/27/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	18-19	1,711.53	
				03/27/2019			0000071045									1,711.53
03/27/19	0000071046	A		03/27/2019	DEMCO	LIBRARY SUPP/EQUIP	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	486.11	
				03/27/2019			0000071046									486.11
03/27/19	0000071047	C		03/27/2019	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	7,808.85	
								42.2	00000.0	00000	65061	5730	7100000	18-19	260.00	
				03/27/2019			0000071047									8,068.85
03/27/19	0000071048	A		03/27/2019	OFFICE SOLUTIONS	OFFICE SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	18-19	92.05	
				03/27/2019			0000071048									92.05
03/27/19	0000071049	C		03/27/2019	OTERO, JESSICA	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	1,882.00	
				03/27/2019			0000071049									1,882.00
03/28/19	0000071050	C		03/28/2019	ACADEMY DRIVING & TRAFFIC SCHOOLS	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	650.00	
				03/28/2019			0000071050									650.00
03/28/19	0000071051	A		03/28/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	6460	6480000	18-19	4,191.80	

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						<b>03/28/2019</b>	<b>0000071051</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>							<b>4,191.80</b>	
03/28/19	0000071052	A		03/28/2019	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	5840	6016000	18-19	529.58	
						<b>03/28/2019</b>	<b>0000071052</b>	<b>PCC NETWORK SOLUTIONS</b>							<b>529.58</b>	
03/28/19	0000071053	A		03/28/2019	SPINITAR	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	333.55	
						<b>03/28/2019</b>	<b>0000071053</b>	<b>SPINITAR</b>							<b>333.55</b>	
03/28/19	0000071054	A		03/28/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	34,275.69	
						<b>03/28/2019</b>	<b>0000071054</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>							<b>34,275.69</b>	
03/28/19	0000071055	A	1	04/03/2019	HIGHPOINT TECHNOLOGY	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71180	6310	6190000	18-19	10,707.84	
							District	01.3	00000.0	00000	00000	9330	0000000	18-19	53,539.20	
						<b>03/28/2019</b>	<b>0000071055</b>	<b>HIGHPOINT TECHNOLOGY SOLUTIONS, INC.</b>							<b>64,247.04</b>	
03/28/19	0000071056	A	1	04/03/2019	HIGHPOINT TECHNOLOGY	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71180	6310	6190000	18-19	8,320.00	
							District	01.3	00000.0	00000	00000	9330	0000000	18-19	41,600.00	
						<b>03/28/2019</b>	<b>0000071056</b>	<b>HIGHPOINT TECHNOLOGY SOLUTIONS, INC.</b>							<b>49,920.00</b>	
03/28/19	0000071057	A	1	04/03/2019	HIGHPOINT TECHNOLOGY	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71180	6310	6190000	18-19	12,168.00	
							District	01.3	00000.0	00000	00000	9330	0000000	18-19	12,168.00	
						<b>03/28/2019</b>	<b>0000071057</b>	<b>HIGHPOINT TECHNOLOGY SOLUTIONS, INC.</b>							<b>24,336.00</b>	
03/28/19	0000071058	A		03/28/2019	XPD INVESTIGATIONS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	1,460.00	
						<b>03/28/2019</b>	<b>0000071058</b>	<b>XPD INVESTIGATIONS</b>							<b>1,460.00</b>	
03/28/19	0000071059	C		03/28/2019	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	115.00	

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						<b>03/28/2019</b>	<b>0000071059</b>	<b>FOUNDATION FOR CALIFORNIA COMMUNITY COLL</b>								<b>115.00</b>
03/28/19	0000071060	A		03/28/2019	APPLE INC	COMPUTER SUPP/EQUIP	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	2,805.19	
						<b>03/28/2019</b>	<b>0000071060</b>	<b>APPLE INC</b>								<b>2,805.19</b>
03/28/19	0000071061	P		04/02/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	18-19	549.00	
						<b>03/28/2019</b>	<b>0000071061</b>	<b>BANK OF AMERICA</b>								<b>549.00</b>
03/28/19	0000071062	X	1	03/29/2019	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	26,681.50	
						<b>03/28/2019</b>	<b>0000071062</b>	<b>APPLE INC</b>								<b>26,681.50</b>
03/28/19	0000071063	P		03/28/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	244.26	
						<b>03/28/2019</b>	<b>0000071063</b>	<b>BANK OF AMERICA</b>								<b>244.26</b>
03/28/19	0000071064	A		03/28/2019	SCM GROUP USA INC	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	174.44	
						<b>03/28/2019</b>	<b>0000071064</b>	<b>SCM GROUP USA INC</b>								<b>174.44</b>
03/28/19	0000071065	P		03/28/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	81.48	
						<b>03/28/2019</b>	<b>0000071065</b>	<b>BANK OF AMERICA</b>								<b>81.48</b>
03/28/19	0000071066	A		03/28/2019	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	1,931.63	
						<b>03/28/2019</b>	<b>0000071066</b>	<b>APPLE INC</b>								<b>1,931.63</b>
03/28/19	0000071067	A		03/28/2019	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	1,078.57	
						<b>03/28/2019</b>	<b>0000071067</b>	<b>WOODCRAFT #553</b>								<b>1,078.57</b>
03/28/19	0000071068	A		03/29/2019	SUNSET INDUSTRIAL PARTS	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	114.54	

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						<b>03/28/2019</b>	<b>0000071068</b>	<b>SUNSET INDUSTRIAL PARTS</b>								<b>114.54</b>
03/28/19	0000071069	A		03/28/2019	PEOPLESPLACE	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	1,919.05	
						<b>03/28/2019</b>	<b>0000071069</b>	<b>PEOPLESPLACE</b>								<b>1,919.05</b>
03/28/19	0000071070	A		03/29/2019	AIRGAS USA, LLC	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	842.49	
						<b>03/28/2019</b>	<b>0000071070</b>	<b>AIRGAS USA, LLC</b>								<b>842.49</b>
03/28/19	0000071071	P		04/02/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	599.00	
						<b>03/28/2019</b>	<b>0000071071</b>	<b>AMAZON</b>								<b>599.00</b>
03/28/19	0000071072	A		03/28/2019	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	8,126.00	
						<b>03/28/2019</b>	<b>0000071072</b>	<b>DERMALOGICA</b>								<b>8,126.00</b>
03/28/19	0000071073	A		03/28/2019	POISE MAKE UP	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	2,764.00	
						<b>03/28/2019</b>	<b>0000071073</b>	<b>POISE MAKE UP</b>								<b>2,764.00</b>
03/28/19	0000071074	A		03/28/2019	MARIANNA INDUSTRIES INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	6,873.58	
						<b>03/28/2019</b>	<b>0000071074</b>	<b>MARIANNA INDUSTRIES INC</b>								<b>6,873.58</b>
03/28/19	0000071075	P		03/29/2019	BANK OF AMERICA	COSMETOLOGY SUPP/EQUIP	Division Office	39.3	00000.0	00000	74320	4320	0951000	18-19	289.60	
						<b>03/28/2019</b>	<b>0000071075</b>	<b>BANK OF AMERICA</b>								<b>289.60</b>
03/28/19	0000071076	A		03/28/2019	MCMaster CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	762.60	
						<b>03/28/2019</b>	<b>0000071076</b>	<b>MCMaster CARR SUPPLY CO.</b>								<b>762.60</b>
03/29/19	0000071077	C		03/29/2019	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,482.94	

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						<b>03/29/2019</b>	<b>0000071077</b>	<b>US BANK EQUIPMENT FINANCE</b>							<b>8,482.94</b>	
03/29/19	0000071078	A		03/29/2019	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	4,912.62	
						<b>03/29/2019</b>	<b>0000071078</b>	<b>IMAGE 2000, INC.</b>							<b>4,912.62</b>	
03/29/19	0000071079	A		03/29/2019	CONVERGE ONE, INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	16,057.08	
								01.3	00000.0	00000	70360	6450	0900000	18-19	34,768.44	
						<b>03/29/2019</b>	<b>0000071079</b>	<b>CONVERGE ONE, INC.</b>							<b>50,825.52</b>	
03/29/19	0000071080	C		03/29/2019	SNACC 250	MISCELLANEOUS	Child Development	01.3	00000.0	70771	70770	5210	6920000	18-19	1,120.00	
						<b>03/29/2019</b>	<b>0000071080</b>	<b>SNACC 250</b>							<b>1,120.00</b>	
03/29/19	0000071081	C		03/29/2019	PHILLIPS DESIGN & MARKETING, INC.	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	2,500.00	
						<b>03/29/2019</b>	<b>0000071081</b>	<b>PHILLIPS DESIGN &amp; MARKETING, INC.</b>							<b>2,500.00</b>	
03/29/19	0000071082	P		03/29/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77380	4550	6190000	18-19	652.50	
						<b>03/29/2019</b>	<b>0000071082</b>	<b>BANK OF AMERICA</b>							<b>652.50</b>	
03/29/19	0000071083	P		03/29/2019	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	660.00	
						<b>03/29/2019</b>	<b>0000071083</b>	<b>BANK OF AMERICA</b>							<b>660.00</b>	
03/29/19	0000071084	P		03/29/2019	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	976.56	
						<b>03/29/2019</b>	<b>0000071084</b>	<b>AMAZON</b>							<b>976.56</b>	
03/29/19	0000071085	A		03/29/2019	HARBOR FREIGHT TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	340.18	
						<b>03/29/2019</b>	<b>0000071085</b>	<b>HARBOR FREIGHT TOOL</b>							<b>340.18</b>	
03/29/19	0000071086	A		03/29/2019	AIRGAS USA, LLC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	18-19	814.02	

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						<b>03/29/2019</b>	<b>0000071086</b>	<b>AIRGAS USA, LLC</b>								<b>814.02</b>
03/29/19	0000071087	A		03/29/2019	GRAINGER	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	599.05	
						<b>03/29/2019</b>	<b>0000071087</b>	<b>GRAINGER</b>								<b>599.05</b>
03/29/19	0000071088	A		03/29/2019	MCMaster CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	1,097.74	
						<b>03/29/2019</b>	<b>0000071088</b>	<b>MCMaster CARR SUPPLY CO.</b>								<b>1,097.74</b>
03/29/19	0000071089	A		03/29/2019	RAN GRAPHICS	PRINTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	80.51	
						<b>03/29/2019</b>	<b>0000071089</b>	<b>RAN GRAPHICS</b>								<b>80.51</b>
03/30/19	0000071090	A		04/01/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	4550	6480000	18-19	771.87	
						<b>03/30/2019</b>	<b>0000071090</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>								<b>771.87</b>
03/30/19	0000071091	C		03/30/2019	TAFOYA, YVETTE	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	4550	6480000	18-19	108.95	
						<b>03/30/2019</b>	<b>0000071091</b>	<b>TAFOYA, YVETTE</b>								<b>108.95</b>
03/30/19	0000071092	A		04/01/2019	ESL RULES, LLC	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	70363	4320	4900000	18-19	918.08	
						<b>03/30/2019</b>	<b>0000071092</b>	<b>ESL RULES, LLC</b>								<b>918.08</b>
03/30/19	0000071093	C		04/01/2019	WARD, DAVID	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	567.78	
						<b>03/30/2019</b>	<b>0000071093</b>	<b>WARD, DAVID</b>								<b>567.78</b>
03/30/19	0000071094	A		04/01/2019	RAN GRAPHICS	GRADUATION SUPPLIES	Instr Admin-Graduat	01.0	00000.0	00000	03100	4370	6091000	18-19	7,371.50	
						<b>03/30/2019</b>	<b>0000071094</b>	<b>RAN GRAPHICS</b>								<b>7,371.50</b>
03/30/19	0000071095	A		04/01/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	20,544.76	
								39.1	00000.0	00000	79880	6450	4900000	18-19	9,829.68	

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

\* Prior Year Payments

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						<b>03/30/2019</b>	<b>0000071095</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>								<b>30,374.44</b>
03/30/19	0000071096	A		04/01/2019	BIO-RAD LABORATORIES, INC.	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	618.35	
						<b>03/30/2019</b>	<b>0000071096</b>	<b>BIO-RAD LABORATORIES, INC.</b>								<b>618.35</b>
03/30/19	0000071097	P		03/30/2019	AMAZON	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	172.16	
						<b>03/30/2019</b>	<b>0000071097</b>	<b>AMAZON</b>								<b>172.16</b>
03/30/19	0000071098	C		03/30/2019	RADILLO, MAYRA	MISCELLANEOUS	District	01.0	00000.0	00000	00000	9181	0000000	18-19	2,000.00	
						<b>03/30/2019</b>	<b>0000071098</b>	<b>RADILLO, MAYRA</b>								<b>2,000.00</b>
03/12/19	17P012-06	A		03/12/2019	BEST CONTRACTING SERVICES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	1,770,750.00	
						<b>03/12/2019</b>	<b>17P012-06</b>	<b>BEST CONTRACTING SERVICES, INC.</b>								<b>1,770,750.00</b>
03/12/19	17P012-08	A		03/12/2019	COMMERCIAL ROOFING SYSTEMS	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	1,694,921.00	
						<b>03/12/2019</b>	<b>17P012-08</b>	<b>COMMERCIAL ROOFING SYSTEMS</b>								<b>1,694,921.00</b>
03/14/19	17P012-10	A		03/14/2019	M-TECH GLASS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	2,232,000.00	
						<b>03/14/2019</b>	<b>17P012-10</b>	<b>M-TECH GLASS, INC.</b>								<b>2,232,000.00</b>
03/12/19	17P012-14	A		03/12/2019	GEARY FLOORS INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	415,000.00	
						<b>03/12/2019</b>	<b>17P012-14</b>	<b>GEARY FLOORS INC.</b>								<b>415,000.00</b>
03/12/19	17P012-15	A		03/12/2019	INLAND PACIFIC TILE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	314,595.00	
						<b>03/12/2019</b>	<b>17P012-15</b>	<b>INLAND PACIFIC TILE, INC.</b>								<b>314,595.00</b>
03/02/19	18C0080	A		03/02/2019	MIRAVISION GROUP, THE	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	15,000.00	

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Change															Distrib	
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						<b>03/02/2019</b>	<b>18C0080</b>									<b>15,000.00</b>
03/29/19	18C0158	A		03/29/2019	ALHAMBRA UNIFIED SCHOOL DISTRICT	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	55,000.00	
						<b>03/29/2019</b>	<b>18C0158</b>									<b>55,000.00</b>
03/18/19	18C0162	A		03/18/2019	GENSLER	MISCELLANEOUS	General Administration	69.4	00000.0	00000	01200	5810	6006000	18-19	66,000.00	
						<b>03/18/2019</b>	<b>18C0162</b>									<b>66,000.00</b>
03/28/19	18C0168	A		03/28/2019	CSU FULLERTON AUXILIARY	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5810	6300000	18-19	7,493.00	
						<b>03/28/2019</b>	<b>18C0168</b>									<b>7,493.00</b>
03/01/19	18C0173	A		03/01/2019	PARSONS, SUSAN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5810	6190000	18-19	24,800.00	
						<b>03/01/2019</b>	<b>18C0173</b>									<b>24,800.00</b>
03/01/19	18C0174	A		03/01/2019	LAURENS STROBBE NEW MEDIA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5810	6190000	18-19	15,600.00	
						<b>03/01/2019</b>	<b>18C0174</b>									<b>15,600.00</b>
03/12/19	18C0175	A		03/12/2019	COVARRUBIAS, ALEJANDRO FRANK	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	1,300.00	
						<b>03/12/2019</b>	<b>18C0175</b>									<b>1,300.00</b>
03/04/19	18C0180	A		03/04/2019	GUERRERO, STEPHANIE	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	150.00	
						<b>03/04/2019</b>	<b>18C0180</b>									<b>150.00</b>
03/26/19	18C0185	A		03/26/2019	PHILLIPS DESIGN & MARKETING, INC.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	43,000.00	
						<b>03/26/2019</b>	<b>18C0185</b>									<b>43,000.00</b>
03/19/19	18C0197	C		03/19/2019	HOT DOG ON A STICK	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	5810	6493000	18-19	2,079.05	

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						<b>03/19/2019</b>	<b>18C0197</b>									<b>2,079.05</b>
03/06/19	18C0198	A		03/06/2019	PURCELL, KELLEY	MISCELLANEOUS	Human Resources	01.3	00000.0	00000	74510	5810	6730000	18-19	5,000.00	
						<b>03/06/2019</b>	<b>18C0198</b>									<b>5,000.00</b>
03/06/19	18C0199	A		03/06/2019	GROSS, SCOTT	MISCELLANEOUS	Student Personnel	01.3	00000.0	07006	73460	5810	6450000	18-19	2,715.00	
						<b>03/06/2019</b>	<b>18C0199</b>									<b>2,715.00</b>
03/21/19	18C0200	A		03/21/2019	INTERACTIVE ADVERTISING	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	10,000.00	
						<b>03/21/2019</b>	<b>18C0200</b>									<b>10,000.00</b>
03/28/19	18C0212	A		03/28/2019	ZACKNEY, CINDY	MISCELLANEOUS	Health Services	01.3	00000.0	00000	73340	5810	6440000	18-19	100.00	
						<b>03/28/2019</b>	<b>18C0212</b>									<b>100.00</b>
03/07/19	18FC0022	A		03/07/2019	INTEGRATED INTERIORS, INC.	MISCELLANEOUS	Matriculation-Std nt Assessment	01.0	00000.0	00001	03410	6130	6320000	18-19	48,610.00	
						<b>03/07/2019</b>	<b>18FC0022</b>									<b>48,610.00</b>
03/11/19	69405A	C		03/11/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	202.72	
						<b>03/11/2019</b>	<b>69405A</b>									<b>202.72</b>
03/07/19	70526A	C		03/07/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76618	5210	6190000	18-19	490.80	
						<b>03/07/2019</b>	<b>70526A</b>									<b>490.80</b>
03/07/19	70563A	C		03/07/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76619	5210	6190000	18-19	490.80	
						<b>03/07/2019</b>	<b>70563A</b>									<b>490.80</b>
03/11/19	70675A	C	1	03/11/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	125.00	

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						<b>03/11/2019</b>	<b>70675A</b>	<b>BANK OF AMERICA</b>								<b>125.00</b>
03/23/19	70756A	A		03/23/2019	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	203.76	
						<b>03/23/2019</b>	<b>70756A</b>	<b>BANK OF AMERICA</b>								<b>203.76</b>
03/27/19	70811A	P		03/27/2019	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	109.90	
						<b>03/27/2019</b>	<b>70811A</b>	<b>AMAZON</b>								<b>109.90</b>
03/27/19	70814A	P		03/27/2019	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	02322	72000	4100	0900000	18-19	20.70	
						<b>03/27/2019</b>	<b>70814A</b>	<b>AMAZON</b>								<b>20.70</b>
03/23/19	70842A	A		03/23/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	146.26	
						<b>03/23/2019</b>	<b>70842A</b>	<b>BANK OF AMERICA</b>								<b>146.26</b>
03/23/19	70843A	C		03/23/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70006	5210	6190000	18-19	146.26	
						<b>03/23/2019</b>	<b>70843A</b>	<b>BANK OF AMERICA</b>								<b>146.26</b>
03/15/19	70893A	A		03/15/2019	SCIENCE FIRST LLC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	175.98	
						<b>03/15/2019</b>	<b>70893A</b>	<b>SCIENCE FIRST LLC</b>								<b>175.98</b>
03/20/19	APO180471	A		03/20/2019	WEX BANK	MISCELLANEOUS	Transportation	01.0	00000.0	00000	04400	4610	6492000	18-19	2,332.80	
						<b>03/20/2019</b>	<b>APO180471</b>	<b>WEX BANK</b>								<b>2,332.80</b>
03/27/19	APO180472	A		04/03/2019	USA WASTE OF CALIFORNIA, INC.	CONTRACTED SERVICES	Utilities	01.0	00000.0	00000	04400	5545	6570000	18-19	24,765.00	
						<b>03/27/2019</b>	<b>APO180472</b>	<b>USA WASTE OF CALIFORNIA, INC.</b>								<b>24,765.00</b>
03/27/19	APO180473	A		04/03/2019	USA WASTE OF CALIFORNIA, INC.	CONTRACTED SERVICES	Custodial Services	01.0	00000.0	00000	04400	5810	6530000	18-19	4,542.00	

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				03/27/2019			APO180473									4,542.00

Total by District : 64360	7,778,338.79	7,778,338.79
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End of Report LAPO009C

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 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

<b>SUBJECT:      Consideration of Approval of Contracts for the Month of March 2019</b>
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**ACTION**

It is recommended that the Board of Trustees approve the contracts that were processed during the month of March 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 March 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)**

March 2019 – Contracts

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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0201***						
18C0202	Dr. Richard M. Curtis	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program	05/15/19	05/14/24	No Cost	Health Occupations
18C0203	Dignity Health Corporation	Contractor to provide clinical/practicum experiences for students enrolled in the PTA program at various facilities.	01/10/19	01/09/21	No Cost	Health Occupations
18C0204	Emerald Data Solutions, Inc. Billing Agent: Community College League of CA	Contractor to provide cloud-based Board Management Services, known as BoardDocs, which would make documents readily available to governing bodies, designated staff and the public. Contract includes labor, materials, hosting, hardware, licensing, training, technical support, upgrades and documentation.	03/01/19	03/01/20	\$17,500.00	President's Office
18C0205	The Reef	Contractor to provide location for the CalWORKs Parent Appreciation Day	05/03/19	05/03/19	\$1,560.26	CalWORKs/ ASCC
18C0206*						
18C0207*						
18C0208*						
18C0210	Anaheim Regional Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	03/01/19	02/28/21	No Cost	Health Occupations
18C0211	Phoenix Group	Contractor to provide lease for six (6) Android phones for the parking citation system.	10/17/19	10/18/24	\$6,720.00	Campus Police
18C0212	Cindy Zackney	Contractor to facilitate a brief yoga/meditation exercise for the President's Speaker Series on Stress Management.	03/15/19	03/15/19	\$100.00	Student Health Services

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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0213	Amy Sueyoshi	Contractor to serve as guest speaker on the topic of "Toxic Sexual Stereotypes of Asian People" as part of the Sexual Assault Awareness Week.	04/11/19	04/11/19	\$1,000.00	Human Resources
18C0214	Strata Information Group	Contractor to provide BPA Consulting services to focus on the New Student Transition process.	04/01/19	05/31/19	\$10,700.00	Student Services
18C0215*	Calexico USD/Calexico HS					
18C0216	Schools First Federal Credit Union	ATM Site License	10/01/18	09/30/23	Income	Purchasing
18C0217*						
18C0218*						
18C0219*						
18C0220*						
18C0221	Aesthetic Smile Dental Center	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0222	Alex Burns, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0223	Arthur D. Gage, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0224	Audrey J. Yoon, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	03/27/19	03/26/24	No Cost	Health Occupations
18C0225	Bart R. Boulton, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations

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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0226	Bock Orthodontics	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0227	Candlewood Smiles	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0228	Charles Brodsky, DDS/Joel Brodsky, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0229	Chau Hoang, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0230	Children's Dental Health	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0231	Curtis Orthodontics	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0232	David Sparks, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0233	Dustin Rowe, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0234	Edward Wicorek, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0235	Family Orthodontics	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations

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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0236	Gerald Roodzant, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0237	Gregory J. Moegling, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0238	Jeffrey McDermaid, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0239	John Fait, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0240	Lakewood Oral & Maxillo Facial Surgery	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0241	Lisa Angelici, DMD, MDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0242	MacGinnis Orthodontics	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0243	Mark A. Garlington, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0244	Mehta Dental Group (all locations)	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0245	Max Martinez, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations

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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0246	Michael Duncker, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0247	Drs. Ota, Jitsumyo, Polk & Livingood	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0248	Pediatric Dental Specialists	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0249	Pepper Tree Dental	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0250	Philip Kress, DMD	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/03/19	07/02/24	No Cost	Health Occupations
18C0251	Roxana Salem, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0252	Samuel S. Berro, DDS, Inc.	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0253	Sweet Home Pediatric Dentistry	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0254	Theodore Tanabe, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0255	Torrance Dental Care	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations



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

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0256	Waite Orthodontics	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0257	West Coast Dental	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/27/19	05/26/24	No Cost	Health Occupations
18C0258	Young H. Lee DDS/ Daniel S. Miller, DDS, Inc.	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	07/01/19	06/30/24	No Cost	Health Occupations
18C0259	Alejandro Poli Jr.	Contractor will create a 4-hour art piece as part of Sexual Assault Awareness Week.	04/10/19	04/10/19	\$3,500.00	Human Resources
18C0260	Karla Diaz	Contractor will host/facilitate a 4-hour participatory street art booth/table as part of Sexual Assault Awareness Week.	04/10/19	04/10/19	\$2,000.00	Human Resources
18C0261*						
18C0262***						
18C0263	University of the Pacific	Cerritos College will provide a faculty member to serve as a mentor/preceptor to University of the Pacific Pharmacy Degree students.	04/01/19	03/31/24	No Cost	Health Occupations

\*Contract was submitted as a separate Board item due to dollar amount and has already been approved  
 \*\* No contract was issued under this contract number  
 \*\*\*Pending  
 \*\*\*\*For tracking purposes only

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

**AMENDED CONTRACTS**

<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0164*	Rancho Santiago CCD					
16C0165*	Rancho Santiago CCD					
18C0168*	Rancho Santiago CCD					

\*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 March 2019**

**CONSTRUCTION RELATED CONTRACTS**

<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18FC0023	RDM Electric Co., Inc.	Contractor to provide labor and materials to connect power at the Classroom Building, Room 34	03/11/19	06/30/19	\$56,439.00	Facilities
18C0209	Bim Box Biz	Contractor to provide coordination and installation services for the design of the automatic fire sprinkler system for the Performing Arts Center Complex.	03/11/19	03/10/20	\$33,100.00	Facilities

\*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

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 20**

**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><b>SUBJECT:        Consideration of Approval of Sub-Contractor Agreement with Bret Harte Unified School District on behalf of Bret Harte High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Bret Harte Unified School District on behalf of Bret Harte High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**BRET HARTE UNIFIED SCHOOL DISTRICT ON BEHALF OF BRET HARTE HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Bret Harte Unified School District on behalf of Bret Harte High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0217 – Bret Harte Unified School District on behalf of Bret Harte High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
BRET HARTE UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
BRET HARTE HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0217**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Bret Harte Unified School District on behalf of Bret Harte High School**, (herein after referred to as "BHHS" or "Sub-Contractor"), a high school with its principal place of business at P.O. Box 7000, Altaville, CA 95221, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can 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.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between 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 the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other 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 can be demonstrated by written records was known 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 one Party; or (iii) is obtained lawfully from a third party.



- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' 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.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 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.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 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: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District  
 Purchasing Department  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Fax: (562) 467-5020

**BRET HARTE UNIFIED SCHOOL DISTRICT  
 ON BEHALF OF BRET HARTE HIGH  
 SCHOOL**

Representative: \_\_\_\_\_  
 (Name & Title)  
  
 Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
 Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**BRET HARTE UNIFIED SCHOOL DISTRICT ON  
BEHALF OF BRET HARTE HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 21**

**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><b>SUBJECT:        Consideration of Approval of Sub-Contractor Agreement with Calexico Unified School District on behalf of Calexico High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Calexico Unified School District on behalf of Calexico High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**CALEXICO UNIFIED SCHOOL DISTRICT ON BEHALF OF CALEXICO HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Calexico Unified School District on behalf of Calexico High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0215 – Calexico Unified School District on behalf of Calexico High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
CALEXICO UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
CALEXICO HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0215**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Calexico Unified School District on behalf of Calexico High School**, (herein after referred to as "CHS" or "Sub-Contractor"), a high school with its principal place of business at 1030 Encinas Ave., Calexico, CA 92231, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled



or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can 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.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between 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 the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other 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 can be demonstrated by written records was known 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 one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' 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.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 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.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 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: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203

Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

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

Fax: (562) 467-5020

**CALEXICO UNIFIED SCHOOL DISTRICT ON BEHALF OF CALEXICO HIGH SCHOOL**

Representative: \_\_\_\_\_  
*(Name & Title)*

Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**CALEXICO UNIFIED SCHOOL DISTRICT ON  
BEHALF OF CALEXICO HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
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Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 22**

**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><b>SUBJECT:            Consideration of Approval of Sub-Contractor Agreement with Lake Elsinore Unified School District on behalf of Elsinore High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Lake Elsinore Unified School District on behalf of Elsinore Harte High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT ON BEHALF OF ELSINORE HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Lake Elsinore Unified School District on behalf of Elsinore High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0218 – Lake Elsinore Unified School District on behalf of Elsinore High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
LAKE ELSINORE UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
ELSINORE HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0218**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Lake Elsinore Unified School District on behalf of Elsinore High School**, (herein after referred to as "EHS" or "Sub-Contractor"), a high school with its principal place of business at 21800 Canyon Drive, Wildomar, CA 92595, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.



- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
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**CERRITOS COMMUNITY COLLEGE DISTRICT:**

Representative: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203

Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

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

Fax: (562) 467-5020

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT ON BEHALF OF ELSINORE HIGH SCHOOL**

Representative: \_\_\_\_\_  
*(Name & Title)*

Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fax: \_\_\_\_\_

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT  
ON BEHALF OF ELSINORE HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
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Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 23**

**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><b>SUBJECT:            Consideration of Approval of Sub-Contractor Agreement with Pittsburg Unified School District on behalf of Pittsburg High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Pittsburg Unified School District on behalf of Pittsburg High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**PITTSBURG UNIFIED SCHOOL DISTRICT ON BEHALF OF PITTSBURG HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Pittsburg Unified School District on behalf of Pittsburg High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0261 – Pittsburg Unified School District on behalf of Pittsburg High School – Sub-Contractor Agreement





**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
PITTSBURG UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
PITTSBURG HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0261**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Pittsburg Unified School District on behalf of Pittsburg High School**, (herein after referred to as "PHS" or "Sub-Contractor"), a high school with its principal place of business at 1750 Harbor Street, Pittsburg, CA 94565, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can 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.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between 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 the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other 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 can be demonstrated by written records was known 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 one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' 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.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 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.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 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: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District  
 Purchasing Department  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Fax: (562) 467-5020

**PITTSBURG UNIFIED SCHOOL DISTRICT ON BEHALF OF PITTSBURG HIGH SCHOOL**

Representative: \_\_\_\_\_  
 (Name & Title)  
  
 Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
 Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**PITTSBURG UNIFIED SCHOOL DISTRICT ON  
BEHALF OF PITTSBURG HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 24**

**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><b>SUBJECT:        Consideration of Approval of Sub-Contractor Agreement with Rowland Unified School District on behalf of Rowland High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Rowland Unified School District on behalf of Rowland High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**ROWLAND UNIFIED SCHOOL DISTRICT ON BEHALF OF ROWLAND HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved



and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Rowland Unified School District on behalf of Rowland High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0219 – Rowland Unified School District on behalf of Rowland High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
ROWLAND UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
ROWLAND HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0219**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Rowland Unified School District on behalf of Rowland High School**, (herein after referred to as "RHS" or "Sub-Contractor"), a high school with its principal place of business at 2000 S. Otterbein Avenue, Rowland Heights, CA 92231, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can 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.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between 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 the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other 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 can be demonstrated by written records was known 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 one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' 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.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 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.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 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: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District  
 Purchasing Department  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Fax: (562) 467-5020

**ROWLAND UNIFIED SCHOOL DISTRICT ON BEHALF OF ROWLAND HIGH SCHOOL**

Representative: \_\_\_\_\_  
*(Name & Title)*  
  
 Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
 Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**ROWLAND UNIFIED SCHOOL DISTRICT ON  
BEHALF OF ROWLAND HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice



# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 25**

**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><b>SUBJECT:            Consideration of Approval of Sub-Contractor Agreement with Selma Unified School District on behalf of Selma High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Selma Unified School District on behalf of Selma High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**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**

**SELMA UNIFIED SCHOOL DISTRICT ON BEHALF OF SELMA HIGH SCHOOL  
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER  
OPPORTUNITY PROJECT**

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

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Selma Unified School District on behalf of Selma High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 2, 2019 through January 31, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 18C0220 – Selma Unified School District on behalf of Selma High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
SELMA UNIFIED SCHOOL DISTRICT  
ON BEHALF OF  
SELMA HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0220**

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 2, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Selma Unified School District on behalf of Selma High School**, (herein after referred to as "SHS" or "Sub-Contractor"), a high school with its principal place of business at 3125 Wright Street, Selma, CA 93662, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 2, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party 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 its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can 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.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between 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 the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other 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 can be demonstrated by written records was known 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 one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' 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.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 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.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 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: Cerritos Community College District  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Ms. Jannet Malig  
 Director of Advanced Transportation  
 Project  
 Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District  
 Purchasing Department  
 11110 Alondra Boulevard  
 Norwalk, CA 90650-6203  
  
 Fax: (562) 467-5020

**SELMA UNIFIED SCHOOL DISTRICT ON BEHALF OF SELMA HIGH SCHOOL**

Representative: \_\_\_\_\_  
*(Name & Title)*  
  
 Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
 Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**SELMA UNIFIED SCHOOL DISTRICT ON  
BEHALF OF SELMA HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

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"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
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Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

**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

<b>SUBJECT:        Consideration of Approval of Agreement with Keenan &amp; Associates for Property and Casualty Claims Administration Services</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the agreement with Keenan & Associates for Property and Casualty Claims Administration Services.

**FISCAL IMPACT**

Funding for this agreement will be allocated from the Property and Liability budget.

**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**

**KEENAN & ASSOCIATES**

**PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES**

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into an agreement with Keenan & Associates to provide services relating to property and casualty claims administration. Keenan will be responsible for, but not limited to, the following duties: providing a tabulated Monthly Status Report of all active claims, maintenance and management of trust accounts as needed, payment of claims, maintenance and management of adjustments, investigation of claims, and providing an investigation report of claims as needed.

The proposed hourly compensation rates are detailed below. Staff finds the rates as proposed by Keenan & Associates for the agreement fair and reasonable.

Description	Proposed Rates
V.P. / A.V.P / Claims Manager	\$92.75 per hour
Senior Claims Examiner	\$87.50 per hour
Claims Examiner	\$77.50 per hour
<b>Expenses</b>	42% of hourly billings
<b>Minimum per file charge</b>	One hour

Period: The time period of the agreement is from July 1, 2019 through June 30, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Contract No. 18C0265 – Keenan & Associates

**PROPERTY AND CASUALTY  
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Services Agreement** (“Agreement”) is made and entered into by and between **Cerritos Community College District** (“Client”) and **Keenan & Associates** (“Keenan”), as of **July 1, 2019** (“Effective Date”). Client and Keenan are also referred to individually as a “party” and collectively as the “parties.”

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2019** through **June 30, 2022** (“Term”) unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

**Exhibit A-1 – Administrative Services**



**Exhibit A-2 – Adjustment Services**



**Exhibit A-3 – Investigative Services**



**Exhibit A-4 – Additional Investigative Services**



B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the “Coverage”) provided by the Insurance Policy or Memorandum of Coverage issued by **Statewide Association of Community Colleges**. Such claims shall be referred to hereafter as “Claims.”

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage.

D. Keenan’s services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan’s responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

- E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages and shall provide certificates of insurance to Client upon Client's request.

- A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- C. Errors and Omissions: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- D. Cyber Liability/Privacy: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
  - i. By either party upon the dissolution or insolvency of either party;
  - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

- iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
  - iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
  - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
- C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES**

- A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **OWNERSHIP OF RECORDS**

- A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.



12. **SOLICITATION OF EMPLOYEES**

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. **OTHER RELATIONSHIPS**

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.

C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. **GENERAL**

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and

collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).


- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage

pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates  
 2355 Crenshaw Blvd., Ste. 200  
 Torrance, CA 90501  
 Attn: Legal Department  
 Fax: (310) 533-0573

- I. This Agreement may be executed in counterparts and by fax signatures.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<u>Cerritos Community College District</u>		<u>Keenan &amp; Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Felipe Lopez	<u>By:</u>	Eric J. Lucas, Esq
<u>Title:</u>	Vice President, Bus. Svcs.	<u>Title:</u>	Vice President
<u>Address:</u>	11110 Alondra Blvd. Norwalk, CA 90650	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Attention:</u>	Felipe Lopez	<u>Attention:</u>	Brad Keenan
<u>Telephone:</u>	562-860-2451 ext. 2242	<u>Telephone:</u>	(310) 212 - 0363 x2658
<u>E-mail:</u>	flopez@cerritos.edu	<u>E-mail:</u>	bkeenan1@keenan.com

**EXHIBIT A-1**  
**ADMINISTRATIVE SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
  - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
  - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
  - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

**EXHIBIT A-2**  
**ADJUSTMENT SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
  - A. The maintenance of a file on each Claim reported to Keenan.
  - B. Periodic review and adjustment of reserves on all open Claims.
  - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
  - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
  - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
  - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
  - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
  - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
  - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

**EXHIBIT A-3**  
**INVESTIGATIVE SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
  - A. Receipt and examination of all reports of Claims.
  - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
  - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
  - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.
  
2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

**EXHIBIT A-4**  
**ADDITIONAL INVESTIGATIVE SERVICES**

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
  - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

**EXHIBIT A-5**  
**SECTION 111 REPORTING SERVICES**

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“Section 111”) requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services (“CMS”). Client is the Responsible Reporting Entity (“RRE”), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

- a. Determine whether or not a Section 111 report (“Report”) must be filed; and
  - b. File any required Reports on behalf of Client.
2. When a claim payment or settlement exceeds Client’s retained limit or deductible (“MRL/Deductible”), Keenan, as Client’s TPA, shall file a Report with respect to the portion of the payment made from the client’s MRL/Deductible. The coverage provider, **Statewide Association of Community Colleges**, is responsible for submitting a Report with respect to any payments made by the coverage provider.
  3. It is the Client’s responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.
  4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.
  5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.



**EXHIBIT B  
COMPENSATION**

1. Client agrees to pay Keenan fees calculated as follows:

A. For the period of July 1, 2019 – June 30, 2020:

V.P./A.V.P./Claims Manager -	\$92.75 per hour
Senior Claims Examiner -	\$87.50 per hour
Claims Examiner -	\$77.50 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.
3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.
4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 27**

**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><b>SUBJECT:            Consideration of Approval of the Amendment to the Independent Contractor Service Agreement with Sign This, Inc. for Coordination and Scheduling of Interpreter Services</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the second amendment to the agreement with Sign This, Inc. for Coordination and Scheduling of Interpreter Services.

**FISCAL IMPACT**

The total contract sum shall be increased \$2,600 for a new not-to-exceed amount of \$92,600. Funding will be allocated from the Disabled Student Programs and Services (DSPS) budget.

**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**

**SIGN THIS, INC.**

**AMENDMENT NO. 2 TO THE INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR COORDINATION AND SCHEDULING OF INTERPRETER SERVICES**

Requested by: Dr. Steven La Vigne, Acting Dean of Disabled Student Programs and Services (DSPS)

Purpose: On June 7, 2018, Cerritos College entered into an agreement with Sign This, Inc. to provide coordination and scheduling of interpreter services. Sign This, Inc's services include, but are not limited to, coordinating interpreting services with outside providers under contract with Cerritos College, scheduling students' interpreting services in the computer system in accordance with departmental guidelines, analyzing effects of changes on students' schedules and recommending workarounds to mitigate the impact, coordination to implement a campus-wide program to assist students and staff with interpreting services, prepares documents related to scheduling as requested, and reconciles billing statements to validate hours billed by outside providers.

On November 14, 2018, Cerritos College entered into an amendment to the agreement with Sign This, Inc. to continue to provide coordination and scheduling of interpreter services by extending the term and

increasing the total contract sum by an additional \$30,000. The amendment extended services through June 30, 2019.

At this time, Cerritos College wishes to enter into a second amendment to the agreement with Sign This, Inc. to continue to provide coordination and scheduling of interpreter services by increasing the contract sum by an additional \$2,600. There are no other changes to the agreement.

Period: The time period of the agreement remains unchanged and will be from July 1, 2018 through June 30, 2019.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Amendment No. 2 to Contract No. 18C0010 – Sign This, Inc.

Amendment No. 1 to Contract No. 18C0010 – Sign This, Inc.

Contract No. 18C0010 – Sign This, Inc.



CERRITOS COMMUNITY COLLEGE DISTRICT  
CONTRACT AMENDMENT FORM

**AMENDMENT NO. 2**

To

**CONTRACT NO. 18C0010**

The Agreement made and entered on **June 7, 2018**, 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 **Sign This!, Inc.**, a corporation organized under the laws of the state of California with its principal place of business at P.O. Box 93172, Los Angeles, CA 90093 ("CONTRACTOR"), is **AMENDED** on **May 2, 2019**, as follows:

**RECITALS**

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **June 7, 2018** ("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. MODIFY AGREEMENT, Page 2, Item 3.0. SERVICE FEES, EXPENSES, AND INVOICING, to increase the total amount of the Agreement, as follows:

- 1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum **Not-to-Exceed amount of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00). NINETY-TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$92,600.00).**

- 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.

- 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.

**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*



# Cerritos College

## CERRITOS COMMUNITY COLLEGE DISTRICT CONTRACT AMENDMENT FORM

AMENDMENT NO. 1

To

CONTRACT NO. 18C0010

The Agreement made and entered on **June 7, 2018**, 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 **Sign This!, Inc.**, a corporation organized under the laws of the state of California with its principal place of business at P.O. Box 93172, Los Angeles, CA 90093 ("CONTRACTOR"), is **AMENDED** on **November 15, 2018**, as follows:

### RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **June 7, 2018** ("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. MODIFY AGREEMENT, Page 1, Item 2.0. TERM, to extend the term of the Agreement by extending the end date, as follows:

2.1 The term of the Agreement shall begin on **July 1, 2018**, and end on ~~**December 31, 2018**~~ **June 30, 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").

2. MODIFY AGREEMENT, Page 2, Item 3.0. SERVICE FEES, EXPENSES, AND INVOICING, to increase the total amount of the Agreement, as follows:

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum ~~**Not-to-Exceed amount of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00).**~~ **NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00).**


3. 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.
4. 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.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

Felipe R. Lopez  
Vice President, Business Services  
\_\_\_\_\_  
Typed or Printed Name, & Title

ARLENE NARVAEZ, PRESIDENT  
\_\_\_\_\_  
Typed or Printed Name, & Title



# Cerritos College

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0010

### PARTIES AND DATE

This Agreement is made and entered into this 7<sup>th</sup> day of **June, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Sign This! Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at P.O. Box 93172, Los Angeles, CA 90093. 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 **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception**, 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 Services as more fully detailed in the Scope of Work, attached hereto as Exhibit "B" and is incorporated herein 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 **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception** 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 **July 1, 2018**, and end on **December 30, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception** 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 **Not-to-Exceed amount of SIXTY THOUSAND AND 00/100 dollars (\$60,000.00)**.

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.

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.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Dr. Lucinda Aborn, Dean of Disabled Student Programs & Services** 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 **Arlene Narvaez** 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.

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.

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

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

## 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:

**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.

i. **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.

**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.

**11.4 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

**11.5 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.

- (a) Student Privacy. CONTRACTOR and DISTRICT acknowledge and agree that data provided, generated, transmitted, or displayed through product or services provided by CONTRACTOR, or users of product or service, or other information that DISTRICT may provide CONTRACTOR to provide its services, may include personally identifiable information from educational records that are subject to the Family Educational Rights and Privacy Act ("FERPA"). CONTRACTOR, its officers, and employees will comply with FERPA at all times. No other person or entity may have access to educational records under this Agreement.
- (b) CONTRACTOR agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1995, as codified at 42 U.S.C. section 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 142 (the "Federal Security Regulations"). CONTRACTOR agrees not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. section 1320d (collectively, the "Protected Health Information"), concerning a person other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. CONTRACTOR will utilize appropriate safeguards to prevent the use or disclosure of a person's Protected Health Information other than as provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which CONTRACTOR becomes aware. Notwithstanding the foregoing, no attorney client, accountant-client, or other legal privilege shall be deemed waived by CONTRACTOR or DISTRICT by virtue of this subparagraph. The provisions of this subparagraph f. shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**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: Dr. Lucinda Aborn  
 Dean of Disabled Student  
 Programs & Services  
 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: ARLENE NARVAEZ, PRESIDENT  
 (Name & Title)

Tel: 323 578-3363

For Notices: ARLENE NARVAEZ  
422 S LAKE ST #104  
BURBANK CA 91502

Fax: (323) 908-0488

**[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.

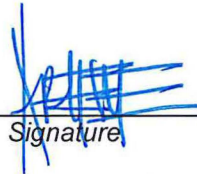
**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By:

  
\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Felipe R. Lopez  
Vice President, Business Services  
\_\_\_\_\_  
Typed or Printed Name, & Title

ARLENE NARVAEZ, PRESIDENT  
\_\_\_\_\_  
Typed or Printed Name, & Title

arlenenarvaez@gmail.com  
\_\_\_\_\_  
E-mail

27-2090712  
\_\_\_\_\_  
Tax Identification Number (EIN)

Date:

6/20/2018  
\_\_\_\_\_

Date:

June 17, 2018  
\_\_\_\_\_

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*

## EXHIBIT "B"

### SCOPE OF WORK

### FOR

### SIGN LANGUAGE INTERPRETING SCHEDULING SERVICES

Contractor shall perform the below scope of work (SOW), as follows:

1. **Introduction and General Information.** Sign language interpreting services are provided so that deaf and hard of hearing students have access to communication through sign language interpreters, real-time captionists (RTC), and assistive listening devices on campus; the coordination of these communication services is a legally mandated accommodation and requires a variety of scheduling and coordination of duties.
2. **Task Description.** Contractors work shall include, but is not limited to:
  - A. Coordinate interpreting services with outside providers under contract with the District
  - B. Schedules students' interpreting services in computer system in accordance with departmental guidelines
  - C. Analyzing critical paths and restraints to determine effect of changes on students' schedule and recommend workarounds to mitigate impacts
  - D. Coordination to implement campus-wide program that assist students and staff with interpreting services
  - E. Follows policies and procedures to contribute to the timeliness, effectiveness, and efficiency of the department
  - F. Prepares correspondence, memos, forms and other typing related to scheduling as requested by manager
  - G. Reconciliation of billing statements to validate hours billed by outside providers
3. **Constraints on the Contractor.** Contractor shall NOT schedule interpreters from within its own agency; only outside providers under contract with District shall be scheduled.
4. **Contractor Personnel Requirements.** Contractor's qualifications of key personnel to perform the work shall include:
  - A. Professional specialization in American Sign Language, Signed English and Pidgin Sign Language
  - B. Knowledge of programs and services governing interpreting services for a California community college or similar student population
  - C. Knowledge of learning concepts, theories, principles, and techniques used in instruction and student services
  - D. Knowledge of the interpreting and post-secondary subject matter

- E. Specialized knowledge of working with deaf and hard-of-hearing student, deaf-blind, and deaf culture
  - F. Sufficient math skills to interpret in sign language in business, science, and math instruction
  - G. English language skills to interpret for college-level curriculum
5. **Other Contractor Responsibilities.** Other Contractor responsibilities may include reviewing curriculum and meeting with faculty to become familiar with content prior to scheduling services for students.
  6. **District Responsibilities.** District shall provide office, computer, phone, and software necessary to perform scheduling services. District shall provide monthly statements so Contractor can verify hours billed by outside providers.
  7. **Reporting Requirements and Procedures.** Contractor shall report to the Director of Disabled Student Program Services (DSPS) or as assigned.
  8. **Special Conditions.** Contractor's personnel shall have valid certification by the Registry of Interpreters for the Deaf (RID); a minimum of two years of experience in providing sign-to-English (expressive skills) and English-to-sign interpreting (receptive skills); and experience in scheduling interpreting services in an instructional or equivalent setting.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 28**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Noorali Delawalla  
Director of Fiscal Services

**SUBJECT:            Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2019**

**ACTION**

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2019.

**FISCAL IMPACT**

The items are budgeted in the General Fund.

**REPORT SUMMARY**

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending March 31, 2019:

- 7,440 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$21,111,354.09; and
- 3212 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$12,169,317.34.

**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: May 01, 2019

Agenda Item No. 29

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Noorali Delawalla  
Director of Fiscal Services

<b>SUBJECT:</b> <b>Consideration of Approval to Make Budget Transfers and Budget Adjustments</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

**FISCAL IMPACT**

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Funds ending balances; and decreases the Other Special Revenue Fund – Culinary Arts and the Public Art Endowment Fund ending balances.

**REPORT SUMMARY**

Pages 1 thru 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds. These transfers are self-balancing and have no effect on their ending balances

Page 3 are revenue adjustments for Veterans Resource Center; Hunger Free Campus Support; and California College Promise, per the Chancellor's Office 2018-19 First Period Apportionment. These revenue adjustments have no effect on the Restricted General Fund balance. Expenditures will be adjusted correspondingly.

Pages 4 reflects an expenditure budget adjustment for anticipated expenditures related to Culinary Arts. This adjustment reduces the Other Special Revenue Fund – Culinary Arts ending balance.

Pages 5 reflects an expenditure budget adjustment for anticipated expenditures related to Public Art Installation. This adjustment reduces the Public Art Endowment Fund ending balance.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Budget Adjustment Details (5 Pages).



## BUDGET TRANSFERS FOR MAY 01, 2019

### 01.0 FUND - GENERAL FUND - UNRESTRICTED

#### **FROM**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	(2,000)
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(3,650)
OTHER CONTRACT EXPENSES AND SERVICES	\$	(5,079)
CAPITAL OUTLAY	\$	(500)
INTERFUND TRANSFERS	\$	
CONTINGENCY	\$	
<b>TOTAL</b>	<b>\$</b>	<b>(11,229)</b>

#### **TO**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	2,000
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	3,379
OTHER CONTRACT EXPENSES AND SERVICES	\$	2,200
CAPITAL OUTLAY	\$	3,650
OTHER TRANSFERS OUT	\$	
<b>TOTAL</b>	<b>\$</b>	<b>11,229</b>

**Transfers:** Reallocation based on current needs.

**Number of Transfer Requests:** Three (3)

**Divisions/Departments/Programs:**

Institutional Effectiveness, Research and Planning; Humanities & Social Sciences, Science, Engineering, and Math

## BUDGET TRANSFERS FOR MAY 01, 2019

### 01.3 FUND - GENERAL FUND - RESTRICTED

#### **FROM**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(9,047)
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
OTHER TRANSFERS OUT	\$	
		<hr/>
<b>TOTAL</b>	<b>\$</b>	<b>(9,047)</b>
		<hr/> <hr/>

#### **TO**

ACADEMIC SALARIES	\$	5,000
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	953
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	3,094
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
		<hr/>
<b>TOTAL</b>	<b>\$</b>	<b>9,047</b>
		<hr/> <hr/>

**Transfers:** Reallocation based on current needs.

**Fiscal Impact:** No effect on the ending balance

**Number of Transfer Requests:** One (1)

#### **Divisions/Departments/Programs:**

Strong Workforce Program - Regional #2 - Regional Netlab Cybersecurity

## BUDGET ADJUSTMENTS FOR MAY 01, 2019

### 01.3 FUND - GENERAL FUND - RESTRICTED

#### Revenue Budget

00000.0-XXXXX-70004-8627-0000000 53,201

State- Veterans Resource Center

To set up the budget for Veterans Resource Center per the 2018-19 Chancellor's Office First Period Apportionment. Expenditure budget increased to align with allocation.

00000.0-XXXXX-71160-8627-0000000 646

State- Hunger Free Campus Support

To increase budget for Hunger Free Campus Support per the 2018-19 Chancellor's Office First Period Apportionment. Expenditure budget increased to align with allocation.

00000.0-XXXXX-71170-8627-0000000 \$ 100,000

State- California College Promise

To increase budget for California College Promise per the 2018-19 Chancellor's Office First Period Apportionment. Expenditure budget increased to align with allocation.

**Total Revenue Budget** \$ 153,847

**Fiscal Impact:** No effect on ending balance; expenditures will be adjusted correspondingly.

**Number of Adjustment Requests:** Three (3)

**BUDGET ADJUSTMENTS FOR MAY 01, 2019**

**39.4 FUND - OTHER SPECIAL REVENUE - CULINARY ARTS**

**Expenditure Budget**

00000.0-00000-02710-6420-6491000	\$	25,000
Culinary Arts		
To increase the budget for anticipated expenditure related to Culinary Arts		

<b>Total Expenditure Budget</b>	\$	<b><u>25,000</u></b>
---------------------------------	----	----------------------

**Fiscal Impact:** Decrease to ending balance.

**Number of Adjustment Requests:** One (1)

## BUDGET ADJUSTMENTS FOR MAY 01, 2019

### 69.5 FUND - PUBLIC ART ENDOWMENT FUND

#### Expenditure Budget

00000.0-00000-06901-6460-6999000	\$	8,000
Public Art Installation		
To increase the budget for anticipated expenditure related to Pulic Art Installation		

<b>Total Expenditure Budget</b>	\$	<b><u>8,000</u></b>
---------------------------------	----	---------------------

**Fiscal Impact:** Decrease to ending balance.

**Number of Adjustment Requests:** One (1)

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 30**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Noorali Delawalla  
Director of Fiscal Services

<p><b>SUBJECT:           Consideration of Approval of Quarterly Fiscal Status Report for the Quarter Ending March 31, 2019</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending March 31, 2019.

**FISCAL IMPACT**

This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

**REPORT SUMMARY**

This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of March 31, 2019 showing that revenues exceeded expenditures by \$8,597,565. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive \$47,014,056.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing the projected revenue expenditures and actual general fund cash balance.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Quarterly Financial Status Report, CCFS-311Q.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

**CHANGE THE PERIOD** ▼

**Fiscal Year: 2018-2019**

**District: (810) CERRITOS**

**Quarter Ended: (Q3) Mar 31, 2019**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2015-16	Actual 2016-17	Actual 2017-18	Projected 2018-2019
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	111,747,554	107,167,331	105,182,857	115,469,176
A.2	Other Financing Sources (Object 8900)	302,294	136,124	166,380	140,000
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>112,049,848</b>	<b>107,303,455</b>	<b>105,349,237</b>	<b>115,609,176</b>
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	90,900,144	105,089,056	107,605,950	109,189,623
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	16,205,872	651,546	1,668,082	1,042,954
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>107,106,016</b>	<b>105,740,602</b>	<b>109,274,032</b>	<b>110,232,577</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>4,943,832</b>	<b>1,562,853</b>	<b>-3,924,795</b>	<b>5,376,599</b>
D.	<b>Fund Balance, Beginning</b>	<b>22,241,386</b>	<b>27,185,218</b>	<b>28,748,071</b>	<b>24,823,276</b>
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>22,241,386</b>	<b>27,185,218</b>	<b>28,748,071</b>	<b>24,823,276</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>27,185,218</b>	<b>28,748,071</b>	<b>24,823,276</b>	<b>30,199,875</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	25.4%	27.2%	22.7%	27.4%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	17,741	16,748	0	15,799
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

Line	Description	As of the specified quarter ended for each fiscal year			
		2015-16	2016-17	2017-18	2018-2019
H.1	Cash, excluding borrowed funds		40,865,780	26,939,315	47,014,056
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1 + H.2)</b>	<b>35,957,436</b>	<b>40,865,780</b>	<b>26,939,315</b>	<b>47,014,056</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	115,491,266	115,469,176	78,059,554	67.6%
I.2	Other Financing Sources (Object 8900)	140,000	140,000	138,254	98.8%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>115,631,266</b>	<b>115,609,176</b>	<b>78,197,808</b>	<b>67.6%</b>
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	109,489,723	109,489,623	68,994,061	63%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,042,004	1,042,954	606,182	58.1%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>110,531,727</b>	<b>110,532,577</b>	<b>69,600,243</b>	<b>63%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>5,099,539</b>	<b>5,076,599</b>	<b>8,597,565</b>	
L	Adjusted Fund Balance, Beginning	24,823,276	24,823,276	24,823,276	
L.1	<b>Fund Balance, Ending (K + L)</b>	<b>29,922,815</b>	<b>29,899,875</b>	<b>33,420,841</b>	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	27.1%	27.1%		

**V. Has the district settled any employee contracts during this quarter?** **NO**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled	Management	Academic	Classified
-------------------------	------------	----------	------------



(Specify) YYYY-YY	Permanent		Temporary	
	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>				
Year 1:				
Year 2:				
Year 3:				
<b>b. BENEFITS:</b>				
Year 1:				
Year 2:				
Year 3:				

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

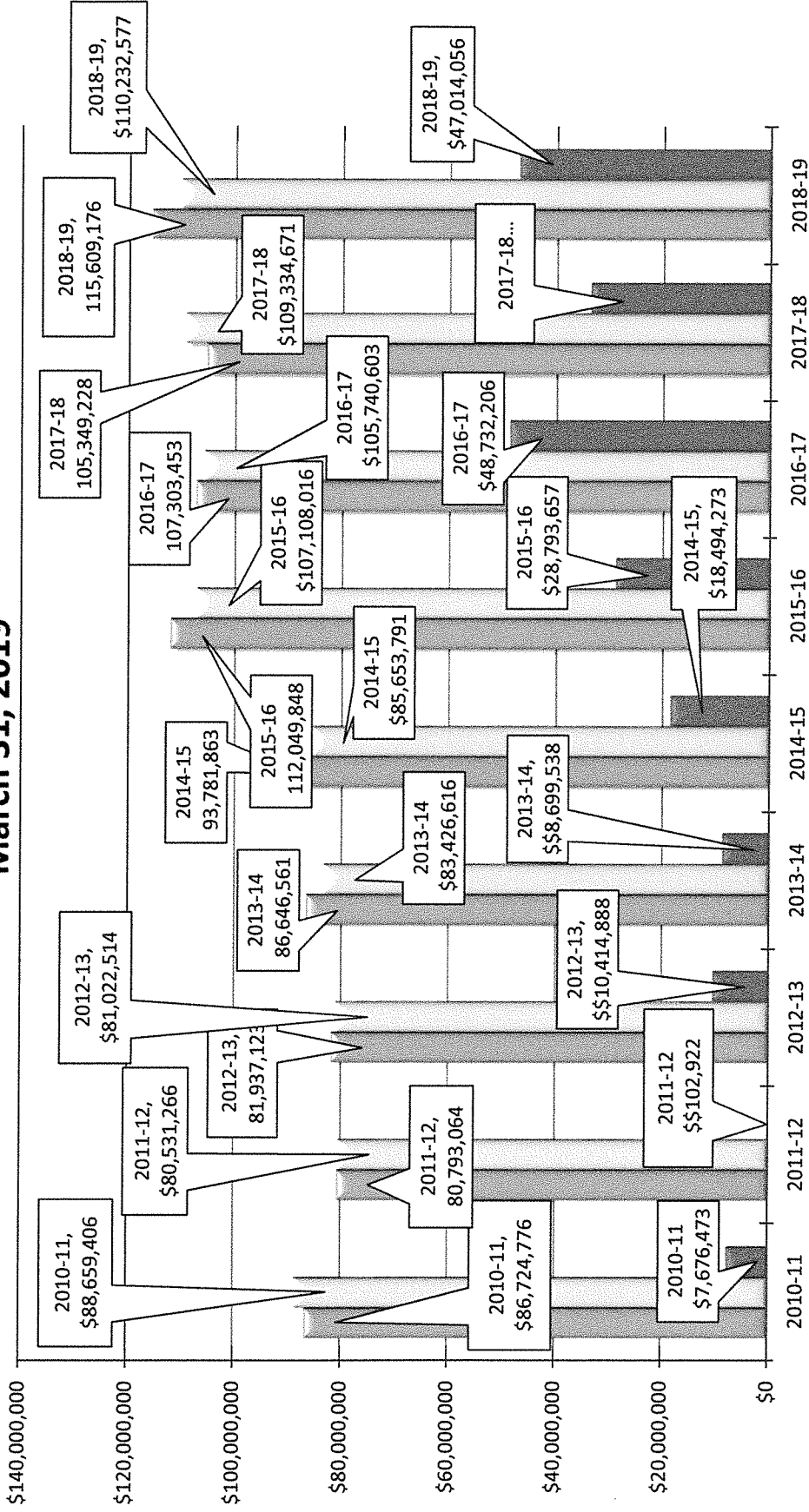
VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO  
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

### 3111 FINANCIAL STATUS REPORT March 31, 2019



GENERAL FUND REVENUE/OTHER FINANCING
  GENERAL FUND EXPENDITURES/OTHER OUTGO
  GENERAL FUND CASH BALANCE

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**  
**Agenda Item No. 32**

**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

<b>SUBJECT:</b> <b>Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent</b>
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**ACTION**

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND  
RETIREMENTS) ACCEPTED BY THE PRESIDENT  
Board Policy 7350**

	<u>Name</u>	<u>Department</u>	<u>Classification</u>	<u>Effective Date</u>
1)	Bathke, Julie	Health Occupations Division	Instructor	6/17/2019
2)	Moore, David	Facilities	Director of Physical Plant & Construction Services	6/29/2019
3	Westby, Kim	Student Support Services	Dean of Student Support Services	6/30/2019

**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

<b>SUBJECT:      Consideration of Approval of Employment of 2019 Summer Session Faculty Personnel</b>
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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 2019 Summer Session, 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 Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources 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 Resources cleared the individuals for employment.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Employment of Faculty, 2019 Summer Session.

## FACULTY: TEMPORARY PART-TIME SUMMER SEMESTER 2019

### I. ADULT EDUCATION & DIVERSITY PROGRAMS

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Cardona, Rudolfo	RE	Citizenship Preparation	6BD	98.51
Castro, Julio	RE	GED Preparation	2AB	68.50
Chaboya, Robert	RE	Adult Education	1AM	68.50
Chavez de Vasquez, Ana	RE	GED Preparation	6BM	85.17
Correa, Rosario	RE	GED Preparation	4AM	78.50
Edrosa, Ed	RE	Apprenticeship	2BM	71.83
Equerra, Robert	RE	Apprenticeship	1BB	65.16
Esquer, Joe	RE	Apprenticeship	6BB	81.84
Fragoso, Manuel	RE	ESL; Vocational ESL	4AB	75.17
Garner, Jacqueline	RE	Adult Education Counseling	5DM	60.52
Iachetta, Carolyne	RE	GED Preparation	3AB	71.83
Jackson, Michael	RE	Older Wiser Learner	6BB	81.84
Jones, Anthony	RE	Apprenticeship	1BB	65.16
Layne, Jonathan	RE	Older Wiser Learner	3AB	71.83
Leguizamon-Tunnell, Claudia	RE	Adult Education ESL	6BB	81.84
Levy, Elijah	RE	Older Wiser Learner	6BD	98.51
Lopez, Alejandro	RE	Occupational Preparation	6BB	81.84
Lozano, Jorge	RE	OWL; Citizenship Preparation	6BB	81.84
Mansell, Bonnie	RE	OWL; Occ. Prep	6BB	81.84
Maris-Gramajo, Edgar	RE	Citizenship Preparation	3AB	71.83
Mondaca, Frances	RE	Adult Education ESL	6BM	85.17
Morrison, Anna	RE	College English Skills	6AM	85.17
Nunez, Maria	RE	Adult Education ESL	6BM	85.17
Nunez, Norberto	RE	Adult Education ESL	6BB	81.84
Ochoa, Lorena	RE	Adult Education Counseling	6DM	64.83
Ortiz, Lorena	RE	Adult Education	6BM	85.17
Oviedo, Andrea	RE	Adult Education	1AB	65.16
Pedroza, Art	RE	Apprenticeship	5BM	81.84
Perez Juarez, Marcela	RE	ESL; Vocational ESL	3AB	71.83
Perez Martinez, Moises	RE	Citizenship Preparation	2AM	71.83
Ramos, Maria	RE	GED Preparation	6BM	85.17
Rosales, Israel	RE	GED Preparation	3AB	71.83
Samel, Chryсна	RE	GED Preparation	5AM	81.84
Sanchez, Sandra	RE	Adult Education ESL	6BM	85.17
Takeuchi, Kevin	RE	College Placement Test	6BM	85.17
Valdivia, Luis	RE	Apprenticeship	4AB	75.17
Van Herk, Tracy	RE	Older Wiser Learner	6BM	85.17

Vasilik, Richard	RE	Occupational Preparation	6BB	81.84
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## II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Acheson, Michael	RE	Business Administration	6BM	85.17
Akini, Pamela	RE	Business Administration	4AM	78.50
Anaya, Jose	RE	Business Administration	6BM	85.17
Baber, James	RE	Business Administration	6BM	85.17
Banks, Clarence	RE	Political Science	2AM	71.83
Bodmer, Ryan	RE	Administration of Justice	5AM	81.84
Brown, Scott	RE	Business Administration	6BM	85.17
Celestine, Mellonie	RE	Business Administration	4AM	78.50
Chatman, Timothy	RE	Philosophy	3AM	75.17
Ciraulo, John	RE	Business Administration	6BM	85.17
Ciraulo, Tammy	RE	Business Administration	4AM	78.50
Deering, Mark	RE	Philosophy	6BM	85.17
Dokter, Derek	RE	Business Administration	4AM	78.50
Elam, Christine	RE	Business Administration	6BM	85.17
Elarcosa, Jose	RE	Business Administration	6AM	85.17
Fantroy, Sharon	RE	Business Administration	6BM	85.17
Farina, Michael	RE	Accounting/Finance	6BM	85.17
Ferguson, Melissa	RE	Psychology	6BD	98.51
Franks Sayed, Donna	RE	Business Administration	1AM	68.50
Gaffaney, Gialisa	RE	Political Science	6BD	98.51
Garza, Javier	RE	Business Administration	6BM	85.17
Ghidella, Richard	RE	Business Administration	6BM	85.17
Grady, John	RE	Business Administration	6BM	85.17
Gray, Gary	RE	Business Administration	5AM	81.84
Hall, David	RE	History	6BM	85.17
Hawkins, Michael	RE	History	6BD	98.51
Heeren, Jeff	RE	History	6BM	85.17
Jo, Jeannie	RE	Business Administration	6AM	85.17
Keshishyan, Petros	RE	Business Administration	6BM	85.17
Kroll, Stephen	RE	Accounting/Finance	6BM	85.17
Larson, Mary Ann	RE	Psychology	6BD	98.51
Le Coz, Rosemarie	RE	Accounting/Finance	4AM	78.50
Maldonado, Christian	RE	Psychology	6BM	85.17
Martins, Melanie	RE	Psychology	3AM	75.17
Merino-Hernandez, Humberto	RE	Economics	3AM	75.17
Mishler, Katie	OL	History		
Morrione, Deems	RE	Political Science	1AD	81.84
Mosley, Yolanda	RE	Political Science	6AM	85.17
Munoz, Davene	RE	Business Administration	4AM	78.50
Paquette, Ronald	RE	Business Administration	6BM	85.17
Perez, Imelda	RE	Business Administration	1AD	81.84
Ramdass, Jeff	RE	Psychology	3AM	75.17

Rendon, William	RE	Political Science	6AM	85.17
Sandoval, Carlos	RE	Psychology	6BM	85.17
Sauber, David	RE	Paralegal	6BD	98.51
Saxton, Joseph	RE	Economics	3AM	75.17
Sliff, Robert	RE	Philosophy	6BM	85.17
Smith, Stacey	RE	Economics	6BM	85.17
Soden, Barbara	RE	Business Comp. Office. Tech.	6BM	85.17
Stevenson, Kevin	RE	Business Administration	6BM	85.17
Susuki, Donald	RE	Political Science	2AM	71.83
Sutherland, Corine	RE	Philosophy	6BM	85.17
Swearingin, Rodney	RE	Philosophy	2AM	71.83
Swendson, Paul	RE	History	6BM	85.17
Titel, Marc	RE	Business Administration	6BM	85.17
Walquist, Brian	RE	Administration of Justice	6AM	85.17
Wang, Sufen	RE	Accounting/Finance	4AM	78.50
Waszak, Leon	RE	History	6BD	98.51
Williams-Manser, Danylle	RE	Political Science	4AM	78.50
Wilson, Demetrius	RE	Business Administration	6AM	85.17
Wyszpolski, Jon	RE	Business Comp. Office. Tech.	6BM	85.17
Youssef, Mariam	RE	Women's Studies	3AD	88.50
Ysais, Michelle	RE	Women's Studies	6BD	98.51

### III. HEALTH OCCUPATIONS

#### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Artates, Evangeline	RE	Medical Assisting	6AM	85.17
Benson, Marie	RE	Dental Hygiene	6AM	85.17
Cho, David	RE	Speech Language Path. Asst	2AM	71.83
Contreras, Anne	RE	Dental Assisting	3AM	75.17
DiPietro-Fife, DiAnn	RE	Dental Hygiene	6BB	81.84
Grammatica, Andrea	RE	Dental Hygiene	1BM	65.80
Nguyen, Ann	RE	Dental Hygiene	6BM	85.17
Sandoval, Yolanda	RE	Child Development	5AM	81.84
Yu, Jessica	RE	Culinary Arts	4AM	78.50

### IV. SCIENCE, ENGINEERING AND MATHEMATICS

#### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Aguilar Bastida, Rocio	RE	Mathematics	1AM	68.50
Aguiniga-Campos, Javier	RE	Mathematics	3AM	75.17
Alavian, Masoud	RE	Computer Info Systems	6BM	85.17
Berekian, Beverly	RE	Earth Science	6AM	85.17
Bonakdar, Merdad	RE	Mathematics	6BM	85.17
Buschauer, Robert	RE	Physics	6BM	85.17
Cedeno, Jose	RE	Mathematics	1AM	68.50



Chen, Kevin	RE	Chemistry	2AD	85.17
Chrispens, Adriana	RE	Mathematics	2BM	71.83
Chung, Phoebe	RE	Mathematics	6BM	85.17
Clifford, Heather	RE	Earth Science	1AM	68.50
Cocca, Stephanie	RE	Biology	5AM	81.84
Daigle, Maurice	RE	Mathematics	6BM	85.17
Do, Mina	RE	Mathematics	2AM	71.83
Dukhovny, Olga	RE	Chemistry	6BM	85.17
Flores, Wilfredo	RE	Mathematics	6BM	85.17
Ford, Diane	RE	Mathematics	6BM	85.17
Franco, Gerardo	NH	Engineering	1AM	68.50
Gillotte, Christopher	RE	Mathematics	5AM	81.84
Gonzalez, Anthony	RE	Mathematics	1AM	68.50
Ho, Thach	RE	Chemistry	6BM	85.17
Huang, Fuze (Mike)	RE	Mathematics	6BD	98.51
Hugenberger, Scott	RE	Astronomy	6BD	98.51
Hultman, Jason	RE	Mathematics	3AM	75.17
Huynh, Hubert	RE	Computer Info Systems	3AM	75.17
Igolnikov, Mark	RE	Mathematics	6BM	85.17
James, Jolene	RE	Computer Info Systems	6AM	85.17
Kennedy, Wentsworth	RE	Biology	4AD	91.84
Konefsky, Bob	RE	Computer Info Systems	3AM	75.17
Lai, Karen	RE	Mathematics	4AM	78.50
Laredo, Nora	RE	Computer Info Systems	6BB	81.84
Maltz, Natalie	RE	Anatomy & Physiology	2AM	71.83
Martinez, Ivann	RE	Biology	4AD	91.84
Murugiah, Yarmoli	RE	Mathematics	4AM	78.50
Ngo, Hai	RE	Mathematics	6AM	85.17
Nguimdjou, Emmanuel	RE	Mathematics	6BM	85.17
Nguyen, Hanh (Alex)	RE	Chemistry	1AM	68.50
Ninh, Joseph	RE	Mathematics	6BM	85.17
Okbamichael, Mussie	RE	Earth Science	6BD	98.51
Pham, Ann	RE	Mathematics	6BM	85.17
Phan, Henry	RE	Mathematics	6BM	85.17
Riasti, Mohamadreza	RE	Mathematics	3AM	75.17
Roque, Tatiana	RE	Mathematics	6BM	85.17
Sarvi, Kayvon	RE	Mathematics	5AM	81.84
Shea, James	NH	Physics	1AM	68.50
Surfas, Lesley	RE	Geography	6BM	85.17
Takeuchi, Kevin	RE	Mathematics	6BM	85.17
Tran, Henry	RE	Computer Info Systems	6AM	85.17
Tran, Le	RE	Mathematics	6BM	85.17
Tran, Thien	RE	Mathematics	4AM	78.50
Wong, Kwok (James)	RE	Engineering	1AB	65.16
Yi, Paul	RE	Mathematics	6AM	85.17
Yu, Andy	RE	Mathematics	4AM	78.50

## V. TECHNOLOGY

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Aguirre, Anna	RE	Cosmetology	6BB	81.84
Arias, Rogelio	RE	Machine Tool Technology	4AB	75.17
Avery, Tiffany	RE	Cosmetology	1AB	65.16
Barnes, James	RE	Machine Tool Technology	6BB	81.84
Chavez, Prudencio	RE	Automotive Mechanical Repair	2AB	68.50
Chiros, Scarlett	RE	Cosmetology	4AM	78.50
Corzo, Rolando	RE	Automotive Collision Repair	4AB	75.17
DeVries, Paul	RE	Engineering Design Technology	1AM	68.50
Edwards, Brandy	RE	Cosmetology	1AB	65.16
Figueroa, Melissa	RE	Welding	3AB	71.83
Fitzgerald, Barrett	RE	Plastics & Composites	6BB	81.84
Gonzalez, Jaime	RE	Automotive Mechanical Repair	5AB	78.50
Gonzalez, Juan	RE	Automotive Mechanical Repair	6BB	81.84
Hernandez, Benjamin	RE	Woodworking Manf. Tech	5BB	78.50
Hopson, Wendie	RE	Cosmetology	1AB	65.16
Hutchison, Phil	RE	Automotive Collision Repair	6BB	81.84
Jamka, Alan	RE	Engineering Technology	6BM	85.17
Le, John	RE	Cosmetology	1AB	65.16
Long, Judith	RE	Cosmetology	6BB	81.84
Manuel, Samantha	RE	Cosmetology	1AB	65.16
Nguyen, Trinity	RE	Cosmetology	6AB	81.84
Ouwehand, Michael Todd	RE	Woodworking Manf. Tech	6BM	85.17
Rogers, Corinne	RE	Cosmetology	1AB	65.16
Roper, David	RE	Automotive Mechanical Repair	5AM	81.84
Sanchez, Carlos	RE	Woodworking Manf. Tech	6BB	81.84
Smith, Lynda	RE	Cosmetology	6BM	85.17
Stainbrook, Frank	RE	Welding	1AB	65.16
Supple, Martin	RE	Automotive Mechanical Repair	6BB	81.84
Thornbury, Robert	RE	Woodworking Manf. Tech	6BB	81.84
Van, Holly	RE	Architecture	5AM	81.84

## VII. LIBRARY/LEARNING RESOURCE/SUCCESS CENTER

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Aguilar-Bastida, Rocio	RE	Success Center - Math	1AM	68.50
Carrillo, Marco	RE	Librarian	4CM	58.47
Daugherty, Heather	RE	Librarian	4CM	58.47
Do, Mina	RE	Success Center - Math	2AM	71.83
Ezewiro, Stacey	RE	Success Center - Language	3AM	75.17
Falcis, Noelle	RE	Success Center - Language	3AM	75.17
Gonzalez-Tamayo, Ricardo	RE	Success Center - Language	3AM	75.17
Guter, Bruce	RE	Librarian	4CM	58.47
Huang, Fuze (Mike)	RE	Success Center - Math	6BD	98.51

Hultman, Jason	RE	Success Center - Math	3AM	75.17
Loya, Eric	RE	Success Center - Language	3AM	75.17
Ludvigsen, Lindsay	RE	Success Center - Language	6AM	85.17
Mitchell, Valencia	RE	Librarian	6DM	62.64
Moore, Debra	OL	Librarian	E24	87.42
Ninh, Joseph	RE	Success Center - Math	6BM	85.17
Owen, Margaret	RE	Librarian	6DM	62.64
Politanoff, Ashton	RE	Success Center - Language	3AM	75.17
Reyes, Amanda	RE	Success Center - Language	4AM	78.50
Russell, Bruce	RE	Librarian	6DM	62.64
Sampson, Lynda	RE	Librarian	6DM	62.64
Schenk, Lauren	RE	Librarian	6DM	62.64
Spradlin, Nancy	RE	Success Center - Language	6BM	85.17
Taibjee, Suken	RE	Library Instructor	3AM	75.17
Taibjee, Sukena	RE	Librarian	4CM	58.47
Villa, Beatriz	RE	Success Center - Language	1AM	68.50
Vogel, Karen	RE	Librarian	6DM	62.64
Wallace, Mara	RE	Librarian	6DM	62.64
Winiarski, Catherine	RE	Success Center - Language	3AD	88.50
Ysais, Rey	RE	Success Center - Math	6BM	85.17

\* NH=New Hire, RE=Reemployed

\*\* Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate  
 1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate  
 2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate  
 2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate  
 3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate  
 3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate  
 4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate  
 4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate  
 5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate  
 5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate  
 6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate  
 6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate  
 1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate  
 2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate  
 2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate  
 3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate  
 3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate  
 4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate  
 4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 34**

**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><b>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</b></p>
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**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
Administrative Secretary I	30L-4 + 5% Shift Differential (\$5,864.60/month)	Debra Komadina	April 4, 2019 not to exceed June 30, 2019	Temporary Out-of-Class*
Communication Services Coordinator (DSPS)	Classified Salary Schedule Grade 43, Step 1 (\$5,178.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Health Occupations Skills Lab Coordinator (Health Occupations)	Classified Salary Schedule Grade 48, Step 1 (\$5,821.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Senior Network Administrator (Information Technology)	Classified Salary Schedule Grade 55, Step 1 (\$6,869.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision

*\* Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

\* Categorically Funded

\*\* Specially Funded

**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>
Aquino, Katherine Natalie*	EPP	Student Affairs Technician	\$12.05/hr	04/08/19
Battles, Ethel Lee**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	04/15/19
Bernal, Gisselle S.	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	04/15/19
Betanzos, Jared Austin	Student Affairs	Student Affairs Technician	\$12.05/hr	04/08/19
Boror Lopez, James F.	Fine Arts	Instructional Aide I	\$12.00/hr (1)	04/05/19
Bourret, Michelle Lynn*	EPP	Community Education Specialist	\$30.27/hr	04/08/19
Delgadillo, Kimberly Alexa	Student Affairs	Student Affairs Technician	\$12.05/hr	04/09/19
Estrada, Joshua Massaki Y.	Success Center	Instructional Aide II	\$13.30/hr (1)	04/08/19
Gonzalez, Alondra	EPP	Technical Support Coordinator	\$19.32/hr	04/15/19
Jazayri, Yousef	Student Affairs	Student Affairs Technician	\$12.05/hr	04/08/19
Kemp, Isaiah Jamesramon*	Financial Aid	Clerk	\$12.00/hr	04/08/19
Loera, Jose	Campus Police	Cadet IV	\$12.20/hr	04/15/19
Portillo, Bernardo Kyle	Success Center	Instructional Aide II	\$13.30/hr (1)	04/08/19
Ramos, Dora Abigail	Fine Arts	Community Outreach Worker	\$12.00/hr	04/09/19
Reed, Katherine Aurora C.	Fine Arts	Continuing Education Specialist I /Arts & Crafts	\$23.31/hr	04/08/19
Ruvalcaba, Maria	Facilities	Custodian	\$12.00/hr	04/11/19
Saldana, Sunny**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	04/15/19
Simons-Araya, Isaac	Fine Arts	Community Outreach Worker	\$12.00/hr	04/08/19
Uribe, Salvador	Student Affairs	Student Affairs Technician	\$12.05/hr	04/08/19
Villar, Gary*	Financial Aid	Clerk	\$12.00/hr	04/09/19
Yamachika, Matthew P.	Success Center	Instructional Aide II	\$13.30/hr (1)	04/10/19

\* Categorically Funded

\*\* Specially Funded

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human  
Resources/Assistant Superintendent

<b>SUBJECT:      Consideration of Approval of New Educational Administrator Job Classification and Description for the Position of Athletic Director</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the establishment of the educational administrator job classification and description for the position of Athletic Director (Grade 28, \$7,938.00 - \$9,985.00 per month).

**FISCAL IMPACT**

The position is to be funded 100% by the district 01.0 general fund.

**REPORT SUMMARY**

The Athletic Director plans, develops, organizes, coordinates, directs, reviews, and evaluates the entire Cerritos College athletics program (currently 19 intercollegiate sports). A full-time faculty member previously held this position. The District and CCFF met to discuss the scope of the job and requirements of the position. Parties agreed that the Health, Physical Education, Dance & Athletics Division will be better served by changing the Athletic Director position from full-time faculty to management due to managerial and budgetary oversight of the athletics program; managerial authority during games; and hours, days, and months of employment.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Athletic Director job description.

Position: Athletic Director

Grade: (Range 28)

### **Summary**

In coordination with the Dean of Health, Physical Education, and Dance (HPED), the Athletic Director plans, develops, organizes, coordinates, directs, reviews, and evaluates the entire Cerritos College athletics program (currently 19 intercollegiate sports); initiates program improvements as necessary.

### **Distinguishing Career Features**

The Athletic Director is a management position reporting to the Dean of HPED. This position assists the Dean as assigned, in providing leadership to develop, organize and implement the division's goals and objectives. This position assists the Dean as needed in planning, developing, organizing, scheduling, directing, improving and evaluating the college's athletic program, curriculum and related student support services. This position keeps the athletic program compliant with local, District, State and federal regulations and requirements.

### **Essential Duties and Responsibilities**

- Attend all athletic home games/events/competitions and act as, or designate, the game administrator; and serve as liaison with State and conference organizations related to athletics; interface with the community in matters of community relations and affairs associated with Cerritos College athletics.
- Arrange for athletic events; advise and inform other college personnel when planning programs and services for student athletes and athletic activities.
- Promote and coordinate Athletic programs and services and arrange for the development of promotional materials and college publications; coordinate with the Sports Information Director to provide athletic news releases; ensure accuracy of print and online publications related to the area of responsibility.
- Oversee and complete the preparation and production of the athletic procedure handbook.
- Coordinate master athletic calendars; oversee the scheduling for sport's teams, including verifying the team has the right number of competitions and that they are within travel budgets.
- Supervise and coordinate use of athletic facilities; recommend and review policies for student and community use of facilities; order and oversee the ongoing maintenance of program equipment and athletic facilities.
- Develop, write and edit all required documentation for Title IX compliance, such as the annual Equity in Athletics Disclosure Act (EADA), Commission of Athletics (COA), CCCAA Gender Equity Form R-4, department mission, diversity and gender equity statements.
- Attends conference meetings, regional and national meetings and all other relevant or required meetings.
- Enforce the code of conference and State commission on athletics.
- Make recommendations in matters of athlete discipline.



- Develop and provide a variety of student services and programs such as student athletic recruitment and retention, academic tracking and athletic eligibility, health and safety.
- Prepares and presents student athlete success program information to shared governance committees, Faculty Senate, parents, outside groups, and the Board of Trustees as needed.
- Compiles, maintains and updates data on Cerritos College persistence rates, retention rates, and transfer rates.
- In coordination with the Dean of the area, develops and implements external fund raising, marketing, and public relations activities.
- Assist in the design and development of the athletic department website.
- Develop, prepare, submit, administer, monitor and review annual program budgets for athletics and the Associated Student body, including budget requests for equipment, supplies and personnel; and approve timekeeping records and requisitions.
- Recommend acquisition, maintenance and use of athletic-related equipment; and maintain an equipment-replacement plan; maintain adequate records and controls to assure that athletic expenditures and operations remain within established budget limitations
- Orient and train new coaches; provide non-evaluative feedback, guidance and mentorship to coaches to assure proper conduct of players at athletic events; resolve conflicts and issues.
- Participate in selecting, recommending for hire, training, supervising, and evaluating the performances of all coaches and other personnel assigned to the athletics department.
- May oversee the athletic eligibility specialist, sports information director and athletic trainers as well as work closely with the academic counselor to provide and develop of student success programs.
- Oversee the coordination of college vehicles for athletics travel, insurance claim processing, and other procedures.
- Serve as a resource and liaison for the college community on issues of athletics programs and promotion, which may include classroom presentations, resource material development, committee membership, and staff/faculty professional development activities.
- Participate on committees, task forces, and in special assignments.
- Maintain currency of knowledge and skills related to the duties and responsibilities. monitor legislation, new State Education Code regulations and other State guidelines to determine athletic program impact.
- Perform other related duties as assigned.

## **Qualifications**

### **Minimum Qualifications in Education and Experience**

- Master's in physical education, exercise science, sports management, athletic administration, education with an emphasis in physical education, kinesiology, physiology of exercise, or adaptive physical education, OR Bachelor's in any of the above AND Master's in any life science, dance, physiology, health education, recreation administration, educational leadership, or physical therapy OR the equivalent. (All qualifying educational degrees/training must be from accredited colleges and/or universities.)
- One year of experience serving in an administrative/leadership capacity within a collegiate athletic program. Experience working with coaches and/or faculty.

- Understanding, sensitivity, and commitment to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic background of the student/community population.

### **Licenses and Certificates**

- Requires a valid driver's license. Requires a First Aid and Basic Life Support or Professional CPR certificate.

### **Knowledge, Skills, and Abilities**

This position requires professional knowledge of:

- California Community College athletic programs.
- Applicable District policies and local, State and federal laws, codes and regulations.
- Knowledge of CCCAA eligibility rules and compliance.
- Best practices in athletic and implementation
- Intercollegiate athletic leadership including supervision of coaching and professional staff.
- Athletic sporting programs with respect to planning, equipment, compliance issues, and facility needs.
- Community relations and external resource development.
- Budget preparation and management.
- Basic data collection and analysis related to student learning outcomes, retention, and success.
- Community relations and external resource development.
- Computer systems and software applications related to assigned instructional division.
- Organizational and management practices

This position requires demonstrated skills and abilities to:

- Communicate effectively; demonstrated excellence in oral, written, and interpersonal communications required.
- Attention to detail and proven leadership experience.
- Work independently with little direction.
- Demonstrate strong work ethic.
- Adapt to changing work demands.
- Prepare and maintain a variety of records and reports.
- Proven ability to work with a diverse faculty, staff, and student population.
- Ability to work a flexible schedule, including evenings, and weekends.
- Exceptional collaborative leadership skills to work with multiple departments throughout the college to ensure the success of student athletes.

### **Physical Abilities**

Incumbent is required to perform work of an active nature, moving around locations requiring sufficient physical stamina to carry out duties. Requires ambulatory ability to lift medium-to-heavy weight materials, balance, and walk and stand for extended periods of time. Requires visual acuity to observe moving objects and recognize physical injuries. Requires auditory ability to project voice to a small group. Lift and move light to moderately heavy (less than 50 pounds) objects.

### **Working Conditions**

May work in an office, gymnasium, and/or outdoors. Since work environments may vary, the noise level can be low to very high depending on the student population and activities. This position may be stationary at times. This person frequently communicates with employees, students and community. Must be able to exchange accurate information in these situations. The employee is regularly exposed to outdoor weather conditions (cold, wet and humid) and/hot or humid gymnasium environment(s). The employee may be exposed to bloodborne pathogens. Travel and evening and weekend hours are often necessary to attend sporting events. Work a flexible schedule which may include evenings, weekends, and split schedules.

**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><b>SUBJECT:      Consideration of Approval of Extension of Temporary Reassignment of Full-Time Faculty Member from 10-Month to 11-Month of Employment: Kelli Brooks</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the extension of temporary reassignment of Ms. Kelli Brooks, full-time tenured faculty Professor from 10-month employment to 11-month employment, effective July 1, 2019 to June 30, 2020.

**FISCAL IMPACT**

The current annual cost to move from the 10-month to the 11-month assignment is \$ 15,696.00.

**REPORT SUMMARY**

It is requested that Ms. Kelli Brooks be temporarily assigned to an 11-month employment contract.

The previous Nursing Program Director retired from the District effective June 30, 2018. In order to meet the requirements of internal and external accreditors and regulatory agencies, Kelli Brooks has been appointed to assume the duties for the Nursing Program Director.

Sandy Marks, Dean, Health Occupations, and Rick Miranda, Vice President of Academic Affairs/Assistant Superintendent, reviewed and recommended approval of extension of temporary reassignment of Ms. Kelli Brooks, full-time tenured faculty, Professor, from 10-month employment to 11-month employment, effective July 1, 2019 through June 30, 2020.

**NOTICING REQUIREMENTS**

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

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

<p><b>SUBJECT:      Consideration of Approval of Work Calendar for the 2019-2020 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the attached 2019-2020 Work Calendar for classified bargaining unit, management, and confidential employees.

**FISCAL IMPACT**

No additional financial impact. This is budgeted in the General Fund.

**REPORT SUMMARY**

The Board of Trustees annually approves a work calendar for classified, management, and confidential employees. The 2019-2020 Work Calendar establishes the work days and designated mandated and Board Approved Holidays for the 2019-2020 fiscal year for classified bargaining unit, management, and confidential employees. The information in the Work Calendar is required by the Los Angeles County of Education (LACOE) system to generate payrolls for these employees. Work days information also is required by CalSTRS and CalPERS guidelines. CSEA leadership has reviewed the proposed work calendar and supports its implementation.

In accordance with the provisions of Article 7.13 of the CSEA-District Collective Bargaining Agreement, the District shall provide 17 paid holidays, as follows, to eligible bargaining unit employees in accordance with the terms and conditions of this Article. The mandated paid holidays for bargaining unit members shall be prescribed in the Annual Work Calendar prepared by the Human Resources Department. The annual holiday observation dates will be established in accordance with the California Community Colleges Chancellor's Office and consultation between the District and CSEA representatives. The seven Board Approved Holidays are: Friday after Thanksgiving, Christmas Eve In lieu of Admissions Day, four days following Christmas, and the Friday of Spring Break.

On June 27, 2018, the State Chancellor's Office for California Community Colleges notified Districts of the mandated holiday dates for fiscal years 2018-19, 2019-20, 2020-21 and 2021-22 based on Education Code §79020. There are 10 mandated holidays for 2019-20: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Abraham Lincoln Day, George Washington Day, and Memorial Day.

Attached is the proposed 2019-2020 Work Calendar for classified bargaining unit, management, and confidential employees. This calendar indicates the mandated and local holidays proposed for the 2019-2020 fiscal year in accordance with the provisions of the State Education Code, CSEA-District Collective

Bargaining Agreement, and consistent with Board-approved holidays normally scheduled for these employee groups.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Work Calendar for the 2019-2020 fiscal year for classified bargaining unit, management, and confidential employees.

# 2019-2020 Work Calendar

July, 2019						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January, 2020						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August, 2019						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February, 2020						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

September, 2019						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March, 2020						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20*	21
22	23	24	25	26	27	28
29	30	31				

October, 2019						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April, 2020						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November, 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29*	30

May, 2020						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December, 2019						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24*	25	26*	27*	28
29	30*	31*				

June, 2020						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## Holidays

Jul 4	Independence Day
Sep 2	Labor Day
Nov 11	Veteran's Day
Nov 28	Thanksgiving Day
Nov 29	Board Approved Holiday (Friday after Thanksgiving)
Dec 24	Board Approved Holiday
Dec 25	Christmas Day
Dec 26	Board Approved Holiday
Dec 27	Board Approved Holiday
Dec 30	Board Approved Holiday
Dec 31	Board Approved Holiday
Jan 1	New Year's Day
Jan 20	Martin Luther King, Jr. Day
Feb 14	Lincoln Day
Feb 17	Washington Day
Mar 20	Board Approved Holiday (Friday of Spring Recess)
May 25	Memorial Day

Adopted by the Board of Trustees



\*Board Approved Holiday

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 1, 2019**

**Agenda Item No. 38**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Dr. Valyncia C. Raphael  
Director of Compliance, Diversity, and  
Title IX Coordinator

<p><b>SUBJECT:        Consideration of Approval of the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018-2019</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018-2019.

**FISCAL IMPACT**

No additional financial effect.

**REPORT SUMMARY**

The attached Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2018-2019 is required to be submitted to the California Community Colleges Chancellor's Office by the District in order to receive monies from the Equal Employment Opportunity Fund (EEO Fund).

Monies received from the EEO Fund are for the purpose of promoting equal employment opportunities in hiring and promotion at community college districts. The Chancellor's Office has implemented a new fund allocation model (Education Code, Section 87107 and Board of Governors Standing Order 374.)

Each year, districts receive money from the EEO Fund which is allocated proportionally to the FTES of each district. The purpose of implementing a new model is to increase compliance with legal EEO requirements and provide students with the educational benefits of a diverse workforce.

The Chancellor's Office longstanding Equal Employment Opportunity and Diversity Advisory Committee and the Legal Affairs Division identified 9 best-practice areas for "success in promoting" EEO. These 9 areas will serve as the multiple methods for allocating the EEO fund:

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



5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committee
7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs.

The District's EEO Advisory Committee, Chief Human Resources Officer, Chief Executive Officer, and President/Chair, District Board of Trustees must certify that the District met the requirements.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, 9 Multiple Methods Cross Reference.



**Certification Form**

*Fiscal Year 2018-2019*

**District Name:** Cerritos Community College District

**Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).**

Yes

No

**The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)**

Yes

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

No

**I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.**

**Chair, Equal Employment Opportunity Advisory Committee**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Chief Human Resources Officer**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Chief Executive Officer (Chancellor or President/Superintendent)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**President/Chair, District Board of Trustees**

**Date of governing board's approval/certification:** \_\_\_\_\_, 2019

Name: \_\_\_\_\_ Title: **President/Chair, Board of Trustees**

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

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.



**Certification Form**

***Fiscal Year 2018-2019***

When providing explanation(s) and evidence of your district’s success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

**Nine (9) Multiple Methods**

***Mandatory for Funding***

1. District’s EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

***Hiring***

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

***Post-Hiring***

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

**Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?**

**Yes**

**No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor’s Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district’s Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

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

**Certification Form*****Fiscal Year 2018-2019***

The Cerritos College EEO Plan was initially adopted by the Board of Trustees on May 3, 2014. After evaluating the plan for three years, the updated plan was adopted by the Board of Trustees on May 3, 2017. Click: [District's EEO Plan](#) to view.

The College's Diversity Committee dates back to 1998. The committee was renamed the Equal Employment Opportunity Advisory Committee (EEOAC). The name change was approved by the Board of Trustees on July 18, 2007. In 2015 Diversity was added to the name and is now called the Diversity, Equal Employment Opportunity Advisory Committee (DEEOAC). For more information consult page 17 of the [Shared Governance Document](#).

The District submitted its Expenditure Report for Fiscal year 2017-2018 in September 2018.

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

**Does the District meet Method #2 (Board policies and adopted resolutions)?** **Yes** **No**

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

The most recent District EEO Plan adopted by the Board of Trustees on May 3, 2017:

- a. Supports Educational Master Plan
  - b. Reflects District commitment to EEO
  - c. Recognizes value of diverse and inclusive workforce
  - d. Fosters working and learning environment that promotes diversity, inclusion, and EEO
  - e. Reflects commitment to hire and retain employees who are knowledgeable and sensitive to the diverse and changing student body and community.
- Board Resolution No. 17-0503A, affirms commitment by the Board and adopts the District's Equal Opportunity Plan.
  - [BP 7100 – Commitment to Diversity](#), adopted by the Board of Trustees, December 10, 2008.
  - [Mission Statement](#), revised and Board approved on October 16, 2013. Click: Mission Statement to view.
  - [BP 1300 – Educational Philosophy](#), adopted by the Board of Trustees, October 17, 2007.
  - [BP 2740 – Board Education](#), adopted by Board of Trustees, December 12, 2007, and revised April 1, 2015.
  - Addressing issues of inclusion/exclusion are included in the [District's Diversity Plan \(see pg. 51\)](#).

**Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?** **Yes** **No**

**Certification Form*****Fiscal Year 2018-2019*****Does the District meet Method #4 (Focused outreach and publications)?** **Yes** **No**

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

The District advertises on the following job recruitment websites:

- AsiansInHigherEd.com
- BlacksInHigherEd.com
- CalJobs
- CCC Registry
- CCJN.org
- CommunityCollegeJobs.com
- Cerritos.edu
- ChronicleVitae.com
- DiverseEducation.com
- HigherEdJobs.com
- HispanicsInHigherEd.com
- Indeed.com
- InsideHigherEd.com
- LGBTInHigherEd.com
- VeteransInHigherEd.com
- SCRID – Southern California Registry of Interpreters for the Deaf
- RID – Registry of Interpreters for the Deaf, Inc.
- ASLTA – American Sign Language Teachers Association
- GLAAD – Greater Los Angeles Agency on Deafness
- NAD – National Association for the Deaf
- OC Deaf – Orange County Deaf Equal Access Foundation
- EDD – Employment Development Department

In April 2019, the District submitted an advertorial within Diverse Issues in Higher Education to highlight “Why Work at Cerritos College”.

Additionally, the District has maintained its focused outreach for Native American Indian student and employee recruitment. The following activities are included with this effort:

- Relationship with Monterrey and Long Beach Tribal TANF office and United American Indian Involvement, Inc. (UAI) to foster additional dialogue and communication. Additionally, enrollment priority has been extended for Tribal TANF students.
- The Adult Education and Diversity Program collaboration with UAI’s American Indian Clubhouse (meets weekly and provides support, resources, and cultural activities for Native American Indian families on Tuesday evenings from 5 p.m. – 8 p.m).
- Tabling, representation, and attendance at local American Indian Native American meetings and events related to community involvement and education administration,



### Certification Form

***Fiscal Year 2018-2019***

including but not limited to Intertribal Education Collaborative (ITEC) and UAll events. provide employee and student recruitment resources.

- Created and continue to host the American Indian/Alaskan Native Community Advisory Group (meets quarterly).

As a result of the effort, the District has set goals to:

- Coordinate on- and off-campus resources and support systems for Native American Indian students
- Attract qualified Native American applicants to seek employment at Cerritos College
- Generate more communication about and awareness for the needs of Native American students, faculty, and staff on campus.

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

Yes

No

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

- Previously, all managers and full-time faculty received mandatory Sexual Harassment training every two years. The District has begun implementation of SB 1343 to ensure all employees, including federal work study positions, receive at least one hour of sexual harassment prevention training by January 2020 and every two years thereafter. Records of training are maintained in the Office of Human Resource Services.
- Timely and thorough investigations are completed on complaints that are received by the District. Investigations are handled in the Office of Human Resource Services by the Director, Diversity, Compliance, and Title IX Coordinator or by the Vice President's designee.
- Discrimination and Sexual Harassment Board Policies and Procedures are available in both English and Spanish, on the Human Resources webpage. Click: [Discrimination and Sexual Harassment Board Policies and Procedures](#) to view.
- Discrimination and Harassment Complaint Form is available on the Human Resources webpage. Click: [Discrimination and Harassment Complaint Form](#) to view.
- The following is a requirement of all applicants and is stated as a required qualification on all job announcements: *Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of community college students and employees.*

**Certification Form*****Fiscal Year 2018-2019***

- All candidates interviewed for positions at the District are asked to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, religious, and ethnic backgrounds of community college students.

To continue efforts initiated after the September 2017 Center for Urban Education's Equity in Faculty Hiring Institute, HR has sent representatives to multiple workshops to further diversity recruitment implementation. This includes the Bridging Diversity Summit in early February 2019, and the ASCCC Faculty Diversification Meeting in Norco in late February. In collaboration with Faculty Senate, HR is committed to bring all constituency groups together to remove institutional barriers to continue weaving equity and equal opportunity throughout the hiring process.

**Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?** **Yes** **No**

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

- All individuals who participate on a Selection Committee are required to receive appropriate training on the District's selection procedures and requirements of Title V and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Director, Diversity, Compliance, and Title IX Coordinator will ensure that the training addresses the requirements of Title V and best practices for Selection Committee members.
- Training may also be held at the first selection committee meeting for each recruitment.
- Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the committee. Responsibility of Selection Process Monitor:
  - Certify that all Selection Committee members, as required, follow District procedures.
  - Certify that all Selection Committee members, as required, follow federal and state laws during the selection process.
  - Act as a resource for selection procedures and as a liaison with the Human Resources Department during the process.
  - To ensure that all necessary forms and paperwork are completed in the process.
- EEO/Process Monitor Training for Screening Committees: Implemented two-hour face-to-face training sessions. The training is taped and made available online as well.
- HR aims to offer the selection process monitor training sessions twice a year or more often if necessary.

**Certification Form*****Fiscal Year 2018-2019***

- Employment Selection Procedures may be viewed on the DEEOAC webpage. Click: [DEEOAC](#) to view.

**Does the District meet Method #7 (Professional development focused on diversity)?** **Yes** **No**

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

- The Committee continued to implement the Cerritos College Diversity Plan, initially developed in 2014, and recertified as part of the EEO planning 2017. The plan is connected to the EEO plan and aims to:
  - a. Foster a campus culture that recognizes and values diversity and inclusion.
  - b. Ensure hiring processes adhere to the EEO Plan.
  - c. Advertise and recruit diverse applicants.
  - d. Provide opportunities for individuals to build awareness and knowledge of diverse cultures, lifestyles, and beliefs.
  - e. Coordinate with staff, faculty, and administrators to promote diversity events and workshops.
  - f. Expand the campus community's understanding of diversity.
  - g. Include diversity concerns in institutional strategic planning and budgeting.

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

- The District continues to offer Safe Zone Ally Training. The training is now offered once a semester, to enable students and employees to learn together, rather than in two separate trainings. The Safe Zone also continues its "Lunch and Learn" series and has added a monthly "Queer Coffee" event, in which both opportunities provide attendees safe spaces to connect and in a safe atmosphere to learn more about or share various aspects of LGBTQ+ experiences. These opportunities are open to all members of the Cerritos College community. Click: [Safe Zone webpage](#) to view.

- Diversity Activities and Sponsored Events:

- Latinx Heritage Events Fall 2018
- Black History Month Events 2019
- Women's History Celebration 2019
- UndocuAlly Training Fall 2018 and Spring 2019
- Vet Net Ally Awareness Seminar November 2018, April 2019
- Safe Zone Ally Training Fall 2018 and Spring 2019
- Safe Zone Lunch and Learn Series Fall 2018
- Festival of Asian Cultures and Diversity Fair April 2019
- LGBTQ History Month - October 2018
- Take Back the Night April 2019
- Denim Day April 2019
- International Education Week November 2018



**Certification Form*****Fiscal Year 2018-2019***

- Native American Indian Outreach and Heritage Month events Fall 2018
- Bridging Diversity Summit February 2019
- DSPS Learning Series, I am Made of More: Exploring the Intersections of Race, Gender Disability+ September 2018
- iDebate Rwanda 2018 USA Tour Event (Forensics)
- Culturally Responsive Teaching and Learning Summer Institute May 2018
- Title IX training on sexual violence prevention, gender diversity, and gender based harassment prevention Fall 2018 and Spring 2019

The District continues to offer the Diversity Certificate and utilize online Registration for Diversity and Professional Development Workshops. Click [Diversity Certificate](#) to learn more about the program.

**Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?** **Yes** **No**

As part of the Management evaluation form, Managers' performance related to diversity is rated as follows:

**11. Sensitivity to Campus Diversity** – Follows institutional employment policies and procedures. Sensitive to issues of diversity involving college employees, and the campus community.

The options for ratings in this section range from: Unable to Evaluate, Unsatisfactory, Improvement Needed, Meets Expectations Exceeds Expectations. A similar addition to include similar ratings for the other employee classifications is under review for possible implementation. Click [Management Evaluation Form](#) to review a copy of the form.

**Does the District meet Method #9 (Grow-Your-Own programs)?** **Yes** **No**

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

The District has created and sustained several programs: 1. Diversity Certificate Program 2. Falcon Leadership Academy 3. President's Speaker Series 4. SanFACC 5. Safe Zone, 6. VetNet Ally, 7. UndocuAlly Program 8. DSPS Learning Series 9. Culturally Responsive Teaching and Learning

**Diversity Certificate Program** - The Diversity Certificate Program curriculum, updated in the 2016-2017 year, spans three levels: awareness, advancement, and application. This curriculum continues to provide the campus targeted opportunities for professional development related to diversity, inclusion, and equity. Specifically, the Diversity Certificate exists to create educational, professional development, and training opportunities to raise awareness of and build skills in: social identities and prevalent diversity issues, as well as advocacy, problem solving, cross-cultural empathy, leadership, and understanding. It aligns with the Diversity and EEO Plans and provides opportunities to self-

**Certification Form*****Fiscal Year 2018-2019***

reflect, explore personal biases and cultural influences, and to apply these skills to an individual's own role at Cerritos College. Each level includes multiple options for workshops, including the Creating a Culture of Respect Workshop, Safe Zone Ally Training, The Vet Net Ally Awareness Seminar, and the AB 540/Undocumented Students Ally Training. Click [Diversity Certificate](#) for more information.

**Falcon Leadership Academy** – In 2017, the District graduated its 5<sup>th</sup> cohort of the Falcon Leadership Academy (FLA). FLA is a year-long succession training program established in 2012 that contains a series of workshops. The workshops focus on the current issues and research in academia, an understanding of the history of Cerritos College, and the skills and knowledge required to be a dynamic and successful leader. The program is required for new managers, and voluntary for aspiring managers, or any employee seeking a leadership role within the college.

The FLA aims to develop successful leaders through a series of experiences designed around sound practices and guided discovery activities. The FLA program continues to be a success and improvements are made after annual reviews. The program is now offered on a biennial basis, in alternating years with the President's Speaking Series (described below). The next time FLA will be offered, the goal is to feature more specific components of diversity leadership. Click [Falcon Leadership Academy](#) for more information.

**President's Speaker Series** - The President's Speaker Series empowers employees to grow personally and professionally. These series encompasses workshops that feature staff and community leaders who share their stories, expertise and advice on variety of skills and knowledge. Beginning in Fall 2018, the series is offered biennially in alternating years with the Falcon Leadership Academy, (described above). While the FLA uses a cohort model, selected via application, the leadership series is open to all District Employees seeking leadership opportunities. Click [President's Speaker Series](#) for more information.

**San Gabriel/Foothill Association of Community Colleges (SanFACC) Mentorship Program** - The District has joined the San Gabriel/Foothill Association of Community Colleges (SanFACC) mentorship program. This program seeks to build both individual and regional leadership capacity among full-time/permanent community college employees. Prospective mentees apply to the program by expressing their interest in entering into or advancing within community college management. Three mentees are selected per year and each are paired with mentors from neighboring colleges already serving in the mentee's aspirational administrative role. This experience provides a safe environment to develop a knowledge base that supports effective leadership and management. This program is open to all full-time/permanent employees within a community college who are seriously considering careers in community college administrative positions. The District held the second application in Spring 2018. The program provides a unique opportunity to prepare individuals for career advancement in leadership positions. Click [SanFACC](#) for more information.

**Safe Zone Ally Program** – As stated above, the program started as a training for employees and recently expanded to students. Training sessions are held in the Fall and Spring semesters. The Safe Zone program's overall objective is for Safe Zone allies to utilize their gained knowledge and skills to foster a supportive and safe atmosphere for LGBTQ students, faculty, and staff. After completion of the training, Safe Zone participants will become part of an identifiable campus network of Safe Zone Allies. Click [Safe Zone](#) for more information.

**Certification Form*****Fiscal Year 2018-2019***

**Vet Net Ally Program** - In May 2017, the District hosted its first half-day Vet Net awareness seminar with trainer Dr. Marshall Thomas, Director and Creator of the Vet Net Ally Program, Cal State Long Beach. The seminar focuses on the needs and concerns of military service members and student veterans. At the end of the seminar, participants are given a decal to display their allyship to campus veterans and active service members. Similar to the Safe Zone Program, the awareness seminar will be offered in the Fall and Spring Semesters. The committee continued with the implementing the program, and has continued hosting recurrent seminars. Click [Vet Net](#) for more information.

**UndocuAlly Program** - The purpose of this training is to provide professional development in order to improve success factors for undocumented immigrant students attending Cerritos College. The goals of the AB 540 Ally Training are to:

- Create a welcoming and supportive environment for undocumented immigrant students, thus assisting their integration into campus life.
- Increase faculty and staff knowledge and effectiveness about the needs, concerns, and issues of undocumented immigrant students and their families.
- Educate faculty and staff about relevant immigration laws impacting students and related student issues and challenges.

The pilot seminar was held in April 2017 via special invitation to campus leaders and has since been reviewed, updated, and institutionalized for recurrent training. Click [UndocuAlly Training](#) for more information.

**DSPS Learning Series**

In affiliation with the DEEOAC, the District is preparing to launch its first in a series of institution wide trainings and workshops for Diversity/Inclusion related to (dis)abilities. The DSPS learning series is an array of professional development workshops that aim to foster inclusion. The primary goal of the workshops is to build capacity for those that serve students and employees with disabilities. Some workshop topics include (dis)ability and: social Identity, intersectionality, and microaggressions. The workshops are framed in a train-the-trainer fashion, to enable participants to share lessons learned with co-workers and others in their area. The first workshop was held in Fall 2018.

**Culturally Responsive Teaching and Learning**

The Culturally Responsive Teaching and Learning program is a professional development program primarily for faculty; however, the opportunity is available to classified/confidential staff and managers. The program offers professional development and capacity building on a wide range of equity-related topics, such as theory and productive persistence, micro-aggression, intersectionality, identity contingencies, language variation, privilege and power. Participants are one one-of-two tracks. Track one includes attending a multi-day workshop (Center for teaching Excellence's Summer Institute), the commit to organizing and implementing a subsequent professional development opportunity to apply was that learned during the summer institute. Track two includes attending recurring meetings to discuss and explore additional ways to weave Culturally Responsive pedagogies and practices in their classroom or campus role. In both tracks, participants learn that how to incorporate what they have learned into meaningful learning relationships with student and their peers.

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Dr. Dilcie Perez  
Vice President of Student Services

**PREPARED BY:**

\_\_\_\_\_  
Elizabeth Miller  
Dean of Student Services

<p><b>SUBJECT:       Consideration of Approval of 2019 Commencement Speaker – Mr. Eric Draper</b></p>
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**ACTION**

It is recommended that the Board of Trustees approve Mr. Eric Draper, Cerritos College Alumni and Hall of Fame Awardee, as the 2019 Cerritos College Commencement Speaker.

**FISCAL IMPACT**

There is no fiscal impact to the District. An honorarium of \$500.00, and travel expenses of \$1,000.00, will be provided by the ASCC Commencement fund.

**REPORT SUMMARY**

The following is Mr. Draper's biography:

Eric Draper served as President Bush's chief photographer for the entire eight years of his presidency, photographing him daily in his activities at the office, abroad and in his personal life. Draper was named Special Assistant to the President, and is the first White House photographer to be named a commissioned officer to a U.S. president. Also during his tenure, Draper directed the photographic and archival conversion of the White House Photo Office from film to digital and took nearly 1 million photos documenting the presidency.

Prior to joining the White House, Draper was West Regional Enterprise Photographer for the Associated Press. Draper has also worked as a staff photographer for The Seattle Times, the Pasadena Star-News and the Albuquerque Tribune. Draper is a graduate of Cerritos College and California State University, Long Beach. In 2014 he was inducted into the Cerritos College Hall of Fame as the Distinguished Alumnus. He is currently a freelance corporate and editorial photographer based in Rio Rancho, New Mexico where he lives with his wife and two dogs. He is an obsessive LA Laker fan.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None.

CERRITOS COLLEGE  
COORDINATING COMMITTEE MINUTES  
March 25, 2019

PRESENT:	Dr. Jose Fierro	ABSENT:	Dr. Dilcie Perez
	Rick Miranda		
	Felipe Lopez		
	Dr. Adriana Flores-Church		
	Sandy Marks		
	Dr. April Griffin		
	Stephanie Rosenblatt		
	Armando Soto		
	Liz Page		
	Kathy Hogue	GUEST(s):	Niki Lovejoy-Robold
	Kim Applebury		Dr. Elizabeth Miller
	Danylle Williams-Manser		Deb Moore
	Julie Mun		Dr. Gary Pritchard
	Kathy Azzam		

- I. MEETING CALLED TO ORDER  
Dr. Fierro called the meeting to order at 1:03 p.m.
  
- II. PUBLIC COMMENTS  
There were no public comments.
  
- III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES  
Information regarding all employment opportunities is posted on the Human Resources webpage.
  
- IV. APPROVAL OF MINUTES – March 11, 2019  
It was moved by Mr. Lopez and seconded by Ms. Marks to approve the March 11 minutes. The vote for approval was 12-0-1; Ms. Azzam abstained. Dr. Griffin was not present for the vote.
  
- V. BOARD AGENDA – April 3, 2019  
The committee reviewed the draft April 3 board agenda.
  
- VI. ITEMS FROM INSTITUTIONAL COMMITTEES  
**Accreditation**  
*EMP Goal F: Enhancing Organizational Effectiveness*

Mr. Miranda stated that the committee completed peer reviews to help identify strengths and weaknesses, and facilitate constructive recommendations. He also stated that Stephanie Droker, ACCJC Senior Vice President and our ISER liaison, will be on campus Tuesday, April 9 to address questions and concerns from our writing and leadership teams as we finalize the ISER. She will attend Faculty Senate and Deans meetings, and also hold open office hours to give the campus an opportunity to drop in and ask her questions.

### **Developmental Education**

*EMP Goal A: Strengthening the Culture of Completion*

Ms. Lovejoy-Robold distributed the attached February 19 meeting agenda and minutes. She stated that the committee is working on strengthening relationships between credit and non-credit sides to coordinate support, continuing to build services for DSPS students, and identifying and increasing awareness of available services. Counselors have been providing in-class presentations to give students brief, 10-minute overviews of their services, and to provide students with a name and face to contact with questions. The Success Center is working on providing embedded tutors for all co-requisite classes, which is a huge endeavor, and is also looking at providing tutoring services for online and hybrid students. Ms. Lovejoy-Robold stated that the Math department is fully involved with co-requisite offerings, and is working on a co-requisite for Math 140 and adding a Math Success Center with an embedded tutor component. Ms. Lovejoy-Robold, Mr. Miranda, Dr. Frank Mixson, Traci Ukita, and Manuel Lopez provided an [AB 705 update to the board at its March 20 meeting](#), and presentations are scheduled for Faculty Senate and ASCC.

### **Faculty Hiring Prioritization**

*EMP Goal F: Enhancing Organizational Effectiveness*

Ms. Moore and Dr. Pritchard stated that the last meeting was in January, and that the committee reviewed the first run of the new process. Minor changes have been made to the hiring request [form](#) to provide more clarity. The committee also discussed and agreed that requests for new faculty to meet Accreditation and/or other mandatory requirements should be removed from the ranking process, and automatically approved by Executive Council. The committee also recommended that Executive Council should determine how requests for new counselors will be generated, either from the general counseling division or from individual departments. IERP is conducting a test run of a new form with prepopulated data for individual departments to ensure that the data is coming from a single source. The next meeting is scheduled for Thursday, March 28 from 11:00 a.m. – 12:30 p.m. in LC-51.

### **Student Life**

*EMP Goal A: Strengthening the Culture of Completion*

Dr. Miller distributed the attached March 7 meeting minutes. She stated that there has been much discussion regarding commencement, which is scheduled for Friday, May 24, to begin at 6:00 p.m. The commencement speaker will be announced soon. The setup has not changed, but the procession will begin 30 minutes earlier, so that the ceremony can conclude by 8:00 p.m. Feedback received indicated that a shorter ceremony is preferred. Deadlines and other related information and forms are posted [online](#). Dr. Miller also stated that the committee has drafted some recommended revisions to Administrative Procedure 5530 – Student Rights and Grievances to clarify definitions and streamline the process. The draft will be presented to Faculty Senate and other groups for feedback, and will be presented to the Coordinating Committee for approval in May.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES**Hiring Standards***EMP Goal F: Enhancing Organizational Effectiveness*

Dr. Griffin provided a report on behalf of committee chair Nicholas Matthews. The committee continues to work well and provides a quick turnaround for equivalency requests. There were many Philosophy reviews this semester, and the committee discussed applicants with lifetime credentials. The committee recommended that lifetime credentials should be added as a valid minimum qualification to job postings.

VIII. STATUS OF SHARED GOVERNANCE**Enrollment Update***EMP Goal F: Enhancing Organizational Effectiveness*

Mr. Miranda stated that CS200 and CS250 reports, pulled from PeopleSoft, provide enrollment patterns and FTES generated. He will share the reports with the campus so that all can be more familiar with the information, and can interpret the data. The next step is to create a user friendly graphic that will quickly and clearly display trends within departments and divisions. He stated that 2<sup>nd</sup> 9-week session classes began today and updated enrollment numbers will be available soon.

**ACCJC Institution Set Standards***EMP Goal F: Enhancing Organizational Effectiveness*

This item was postponed to the April 8 meeting.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Griffin stated the college's Forensics Team is ranked as one of the top 10% of all community colleges in the nation.

Mr. Soto stated that a group of students recently visited five universities, and provided positive feedback.

Ms. Williams-Manser stated that Project HOPE staff have been visiting local schools to spread the word about the program, and also other services available at the college. When they recently visited La Mirada High School, she stated that students seemed to be shocked that college staff were willing to come out and meet with them in person. Last Wednesday, staff visited Norwalk High School to meet with seniors enrolled in the medical academy. She learned that Norwalk High School does not bring its students to Cerritos for orientations/tours and does not participate in Senior Preview Day intentionally, because they think that since Cerritos College is so close by, the students must already know about us. This may be the case with other local schools. The committee discussed the need to have more conversations with the K-12 schools and to identify whether the information shared with superintendents is not trickling down to the students. They also discussed that while it is the most time consuming, having staff visit local schools in person is the most effective strategy to recruit new students.

Ms. Hogue stated that the 21<sup>st</sup> Advisory Committee Breakfast is scheduled for Thursday, March 28 to begin at 7:30 a.m. in the Student Center.

Ms. Rosenblatt stated that she is listening to *Becoming*, by Michelle Obama, and recommended others to do so as well.

X. PRESIDENT'S REPORT

Dr. Fierro reminded the committee to review Chapter 7 Human Resources policies and procedures, and to be ready for discussion scheduled for the April 8 meeting. Feedback is due to Ms. Mun by Wednesday, April 3. He also recommended the committee to read *The Working Poor: Invisible in America*, by David Shipler. The Cerritos College Get Fit Program begins today, and he will be leading a spin class on Tuesday, March 26 at 5:30 p.m.

Dr. Fierro also provided information related to recent topics discussed by Executive Council such as IERP updates and data reporting, utilizing new datasets to make data-informed decisions, reviewing end of the year celebration events, and monitoring enrollment.

ADJOURNMENT

Meeting adjourned at 2:27 p.m.





# Dev Ed Committee

**Date:** 19 February 2019  
**Time:** 2:00 PM - 3:30 PM  
**Location:** LC-51

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## 1.0 Approval of Minutes

## 2.0 Student Equity and Achievement Program (SEA Program) update

- Retreat on 1 March 2019 from 8:30 PM – 5 PM
- Location TBA
- Equity, 3SP, and Dev Ed

## 3.0 Support for CoReqs

- Share out what groups talked about at last meeting
- Identify next steps
- Work in groups

## 4.0 Messaging to Campus on AB 705, AB 1805, Support for Students

- Faculty Senate
- Student Senate
- Daily Falcon/Campus Connections/Town Halls

## 5.0 Items from the floor

Next Meeting: 5 March 2019, 2:00-3:30 PM, LC-51





- **DSPS, Health OCC, & Workforce:**

- Embedded tutors
- Bridges between dual enrollment programs – running into challenges about expectations (such as reading levels) – embedded tutoring might be a solution to this because it can help dual enrollment students get more prepared
- Online tutoring – current software meets the need, but not sure how helpful/successful it actually is; talking about the possibility of embedded tutors for online classes; online interactive tutoring (using virtual counseling as an example), use technology for virtual tutoring; can possibly do this on Canvas, but the challenge is that not all tutors are on canvas & there's no other platform to post things for tutors → talk to Kaitlin to see if we can get tutors access to Canvas
- Questions about embedded tutoring for hybrids and online courses
- Current technology: Connex Ed., Cranium Café (virtual counseling)

- **Math & English**

- Linking courses (Math 5 to Math112 and 114); starting implementation in the fall – large scale of Co Reqs; Math 5 is one day a week & planning to add an AED support course, faculty needs to encourage students to enroll in the AED support course so they can get 2 full hours of support a week; consider assigning embedded tutors to math 5 sections; Math 5 is not repeatable as of now – need to change this

	<ul style="list-style-type: none"> <li>• <b><u>Counseling:</u></b> <ul style="list-style-type: none"> <li>- In class presentations – counselors will be going to English and reading courses to endorse available support → Resources needed: funding for large amounts of brochures – 100 for this semester, 500 for Fall semester; send digital brochures.</li> <li>Feedback from students about Success Center challenges: ask students the challenges they’ve had with the Success Center and counseling to see what we can improve; Success Center is also taking surveys to see what students like/don’t like and what they need – data will be ready by the end of Spring → can look at data next fall and discuss solutions</li> </ul> </li> </ul>
<p><b>4.0 Messaging to Campus on AB 705, AB 1805, Support for Students</b></p>	<ul style="list-style-type: none"> <li>• <b><u>Messaging to Campus:</u></b> <ul style="list-style-type: none"> <li>- Part of messaging is going to AB 705 and the other part is AB 1805</li> <li>- Daily Falcon/Campus Connections/Town Halls – multimedia pieces that are being sent out to students by other colleges</li> <li>- Counseling is updating messaging for students on information about placement</li> <li>- Touch base with Terrie Lopez in assessment because she is creating language with Mya Walker</li> <li>- Email out to April Griffin to starting announcement and Q&amp;A’s for Faculty Senate – need to figure out what we as a committee want to say while also giving accurate information to all of campus</li> <li>- Come up with a draft → look at what MMAP has done instead of starting from scratch; need to make sure that everyone is on the same page</li> <li>- 1805 language needs to be student friendly</li> </ul> </li> </ul>

<b>5.0 Items from the floor</b>	<ul style="list-style-type: none"><li>• Students are being placed at a certain level but counselors are telling them they're ready to go to the next level</li><li>• Reminder that ESL students have a 3 year track, not a 1 year</li></ul>
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**The meeting adjourned at 3:13pm**

**Next Meeting:** 5 March 2019, 2:00-3:30 PM, LC-51

COORDINATING  
COMMITTEE  
25 MARCH 2019



# DEV ED UPDATE

# MOST RECENT AGENDA AND MINUTES: 19 FEBRUARY 2019

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- SEA Program Update
  - Retreat announcement
- Support for CoReqs
  - Embedded tutors, Adult Ed, DSPS, Counseling
- Messaging to Campus
  - Presentations to Faculty and Student Senates, Information Sheets to Daily Falcon and Campus Connections
- 5 March 2019 meeting cancelled due to illness



# BUILDING SUPPORT FOR STUDENTS

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- Adult Ed
  - Working with Math and English to support students in addition to support in CoReqs
  - English – students get intensive support, as well as, continuing to build on skills and practice
  - Math – Paired with Math 5 to add another hour of support
- DSPS
  - Continuing to build services to students
  - Identify and increase awareness of services available to students
- Counseling
  - In class presentations
  - Giving students a name and a face, not just a department/area
  - Flyers about available services
- Success Center
  - Embedded tutors for all CoReq classes
  - Tutoring services for online and hybrid students
- IERP
  - Data needed to be proactive about actions for supporting students – drop times

# AB 705 IMPLEMENTATION

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- Math

- Rocking it!
- Scaling up CoReq offerings for fall 2019 for Math 112 + Math 5 and Math 114 + Math 5
- Working on developing CoReq for Math 140
- Adding a Success Center – Embedded tutor component
- Lots of professional development – Statistics, addressing affective domain, supporting students with an equity mindset, developing online/hybrid sections

- English

- Shifting focus away from structure to curriculum – equity minded
- Building stronger connections to support on campus

- ESL

- Right on track!

- Reading

- Waiting for approval on new Reading courses from Chancellor's Office

# MESSAGING TO CAMPUS

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- AB 705 Road Show!
  - Presentations to Faculty and Student Senates on AB 705 and AB 1805
  - Look at work already completed through MMAP
  - Reaching out to campus stakeholders for clear and consistent messaging
  - Look at resources already available to students – Chancellor's Office and College of the Sequoias videos on AB 705



# Student Life Committee

Minutes | March 7, 2019

## 1. Welcome: Attendance & Quorum

Member Role	18-19 Member	Present - P; Absent - A; Vacant - V
Dean of Student Services	Elizabeth Miller	P
VP of Student Services	Dilcie Perez	A
Coord. of Student Conduct	vacant	V
Student Activities Coordinator	Amna Jara	P
ACCME rep 1	Russ May	A
ACCME rep 2	Debra Ward	A
Faculty rep 1 (instructional)	Sheila Hill	A
Faculty rep 2 (student services)	Nellie Hernandez-Garcia	P
CSEA rep 1	Nikki Jones	P
CSEA rep 2	Vince Vizcarra	P
ASCC Director of Student Services	Kathy Azzam	P
ASCC student representative	Corina Rosas	P
<b>Ex-Officio</b>		
Bookstore Manager	Brianne Freeman	P
Associate Dean of Student Health	Hillary Mennella	A
Dean of DSPS, or designee	David Rodarte	A
Chief of Campus Police	Tom Gallivan	P
Facilities representative	Carlos Serna	P
Quorum: Fall - 6; Spring - 9	<b>ATTENDANCE</b>	<b>10</b>

**Others present:** Maria Isai, Shannon Kaveney, and Dave Ward

## 2. Approval of Minutes

Committee approved minutes from 2/28/19

## 3. Approval of Agenda

Committee approves agenda for 3/7/19

## 4. Proposed Revisions to AP 5530 Student Rights & Grievances

- The committee reviewed the drafted recommendations for the Student Grade Grievance sections of AP 5530.
- Administration requested that the committee review Step IV President/Superintendent Action in the grade grievance procedure.
  - A recommendation was made to change step IV from President/ Superintendent Action to Board of Trustees Action. The President/Superintendent is involved in the final review of the grievance with the Board of Trustees, so this eliminates a duplicative step.
    - I. Individual Action
    - II. Management Action
    - III. Administrative Action
    - IV. ~~President/Superintendent~~ Board of Trustees Action
- Additional recommendations regarding AP 5530 Student Rights and Grievances:
  - To consider adding clarification to the 'statement of determination' language to include 'with reasoning', so that it is clear a reason is provided when a grade grievance is approved or denied.
  - Remove the Student Grade Grievance section from AP 5530 Student Rights and Grievances, and create a new Administrative Policy & number specific for Student Grade Grievances.
- Committee decisions will be shared with Faculty Senate, and additional feedback requested.

## 5. Commencement Planning (EMP Goal A)

- Layout and Logistics
  - David Ward discussed the stage set-up and truss structure. Mr. Ward shared that the truss structure this year would be self-lifting and eliminate the need of a forklift rental.
    - Visually the same as before.
    - Need to check that the power is working in stadium southwest side
  - Current issues with forklift & stage set-up: the sheets of plywood used on field during set-up, will age over time. The plywood also leaves splinters on the field that maybe harmful to the people using the field and to the field itself.
    - Proposal: There is a plywood alternative product designed for field protection and stage production, and would benefit the field labor crews. Dave Ward will get the product information to us to review for future consideration.
      - Stage: cancel forklift if Facilities confirms power sources in stadium (southwest side)
  - Procession
    - Same layout for procession.
    - Procession will begin at 5:30 p.m. and ceremony 6 p.m.
  - Committee reviewed stadium layout, power sources, tent placements, procession staging area map (Field House Field layout).
  - Committee reviewed schedule for day.
    - It is requested that Campus Police turn the stadium power off when locking up the venue after the event.
    - It is requested that Pacific Coast Entertainment (A/V) remove their items off the stage first, so the stage crew can begin taking down the stage.
  - Program Booklet – Graphic designer was not present, Dean Miller will follow up with him.
  - Event Communication & Tickets
    - Information sent via email and posted on the commencement webpage and on flyers throughout campus.
    - Faculty RSVP email was sent by Dean Miller. Also included in the email was regalia rental information.
    - Tickets will be distributed at the Grad fair. More information on the webpage.
  - Commencement Speaker
    - Committee's recommendations were provided to Executive Council to review and consider.
  - Other
    - The Commencement budget will need to be reviewed to consider providing snacks to graduates in the gym prior to the ceremony.

## 6. Cerritos College Food Court & Vending Services (EMP Goal IF)

- Board of Trustees approved the new vendors proposed on March 6, 2019.
  - Vendors will enter a 5 year contract.

## 7. Announcements

- Falcon Games- March 11-13
- Bookstore closed during spring break
- Nutrition Recovery seminar tomorrow
- Breast Cancer Walk- March 14
- CCPD Campus Watch-, May 27, LC 155, 11:30- 12:30

**Adjourned:** 1:57 p.m.

CERRITOS COLLEGE  
COORDINATING COMMITTEE MINUTES  
April 8, 2019

PRESENT:	Dr. Jose Fierro Rick Miranda Dr. Dilcie Perez Felipe Lopez Dr. Adriana Flores-Church Sandy Marks Dr. April Griffin Stephanie Rosenblatt Armando Soto Liz Page Kathy Hogue Kim Applebury Danylle Williams-Manser Julie Mun	ABSENT:	Kathy Azzam
		GUEST(s):	Shawna Baskette Dr. Kristi Blackburn Teri Cheatham Dr. Carrie Edwards Dr. Sunday Obazuaye

- I. MEETING CALLED TO ORDER  
Dr. Fierro called the meeting to order at 1:05 p.m.
- II. PUBLIC COMMENTS  
There were no public comments.
- III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES  
Information regarding all employment opportunities is posted on the Human Resources webpage.
- IV. APPROVAL OF MINUTES – March 25, 2019  
It was moved by Mr. Soto and seconded by Ms. Hogue to approve the March 25 minutes. The vote for approval was 13-0-1; Dr. Perez abstained.
- V. BOARD AGENDA  
Dr. Fierro stated that the April 24 study session agenda will include legislative and facilities updates.
- VI. ITEMS FROM INSTITUTIONAL COMMITTEES  
No reports.
- VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES  
**Academic Excellence**  
*EMP Goal A: Strengthening the Culture of Completion*

Ms. Cheatham stated that she and Dr. David Betancourt serve as co-chairs for this committee. She stated that the April 4 awards ceremony was fantastic, and that 64 students were awarded

and recognized. Seating arrangement adjustments were implemented last year to help make the event more time efficient, and the process was used again this year. Many positive comments have already been received. She stated that students and families appreciate the personal touch provided by having faculty read the narratives. This year, photos will be displayed on monitors within our campus buildings to further acknowledge the awardees. The dance and music awardees' performances were outstanding, and a mariachi band and smooth jazz were provided for the reception. The committee will meet on April 16 to discuss feedback and identify areas for improvement.

### **Curriculum**

*EMP Goal A: Strengthening the Culture of Completion*

Dr. Edwards provided a summary on the committee's recent activities, and stated that the committee is always busy reviewing curriculum changes and program modifications. Changes that are still awaiting approval from the Chancellor's Office are those that cannot be auto-approved at the local level. A hybrid process utilizing eLumen and hard copies was used for the 2017-18 year. This year, the process has been fully online. Many training sessions have been provided through the CTX, department meetings, chairs meetings, and one-on-one meetings. There are still some lingering issues with formatting courses of record, so short-time hourly staff has been hired to work through the summer. Long Beach City College staff will be visiting Cerritos on Tuesday, April 9 to learn more about eLumen and have discussions with curriculum staff.

### **Instructional Program Review**

*EMP Goal A: Strengthening the Culture of Completion*

Dr. Obazuaye distributed the attached meeting minutes. He stated that he and Angie Conley serve as co-chairs of the committee, and that they are missing representatives from Business Education and ASCC. Eleven programs were scheduled for review in 2018-19, and eight have been completed. Two programs should be completed by April 16. Engineering Design Technology has yet to comply and missed the February 19 due date for its review. The Program Review Workbook states that all programs must fully participate in the process in order to establish mid-range and long-term goals, and provide a basis for annual unit plans. The workbook also recommends that if a department is noncompliant, its department requests for additional human resources, equipment or other physical resources, and Perkins funds should be denied. Dr. Obazuaye met and discussed these recommendations with Dr. Real, who concurred. Ten programs are scheduled for review in 2019-20, and an orientation/training session, with IERP collaboration, was provided in November 2018.

Dr. Fierro thanked Dr. Obazuaye, Ms. Conley, and the committee for making tough recommendations when needed, especially when it involves their peers. He stated that he supports the recommendations and is available for assistance in any way needed. It is important that we all hold each other to a high level of accountability, and respect the groups that are working hard to follow processes and be in compliance. Dr. Obazuaye thanked Dr. Fierro, Dr. Griffin, and Faculty Senate for their support.

VIII. STATUS OF SHARED GOVERNANCE**ACCJC Institution Set Standards***EMP Goal F: Enhancing Organizational Effectiveness*

Dr. Blackburn distributed the attached handout titled Cerritos College Standards for Monitoring Improved Institutional Performance for 2017-18 (reporting year: 2019). She stated that this time of year, there is an annual review of Institution Set Standards. We report on them to the ACCJC in our annual report. She provided a background of Institution Set Standards and stated that there are thresholds, which are to be maintained, evaluated, and adjusted. She stated that the handout summarizes our standards and displays the college's performance on these measures from the previous five academic or cohort years, and the average calculated over those years. As the college monitors its progress on these measures, any declines in achievement lower than the five-year average will call attention to the measure, prompt further analyses, and focus efforts towards improvement. There is a new metric, which has already been incorporated into the college's repertoire of data for the IEPI standards. The State suspended IEPI goals approximately 18 months ago; the college now has a chance to relook at them, revise, and bring them in as ACCJC aspirational standards because this is the first time we are being asked to report on aspirational standards from the ACCJC.

Dr. Blackburn stated that Planning and Budget recommended using the 5-year average plus 2% as the aspirational goals instead of setting a higher percentage, and to set the 2018-19 target, or threshold, for Certificates Awarded at 885, which was the target for 2017-18. Mr. Miranda and Dr. Griffin stated that Planning and Budget recommended setting the target/threshold goal to 885 to account for the statewide decline in enrollment, and uncertainty with budgets and new initiatives. Dr. Fierro stated that with the new funding formula, our aspirational goals should be set higher, and our goals should be based on the services that are leading to successful programs to help determine areas for investment and resource allocation. He stated that he would like to review the data, and discuss developing reasonable strategies to try to replicate successful models. Since there is no penalty if we do not meet our aspirational goals, they should be set higher than an increase of 2%.

**Draft Institutional Self Evaluation Report***EMP Goal F: Enhancing Organizational Effectiveness*

Ms. Baskette stated that the Institutional Self Evaluation Report (ISER) is due to the ACCJC by December 2019, and the External Evaluation Team Visit is scheduled for February 2020. The link to the first draft ISER was shared with the campus via email on Thursday, April 4, and constructive feedback was requested. The report is posted on Canvas, and those who are unfamiliar with or need assistance accessing Canvas can contact her for help. There are two methods to provide feedback, through direct email to [accreditation2020@cerritos.edu](mailto:accreditation2020@cerritos.edu), or using public discussion boards on the Canvas Accreditation course page. Campus forums to discuss the draft Institutional Analysis section of the ISER will be scheduled for later this semester. Ms. Baskette asked the committee members to review the draft ISER and help drum up campuswide discussion by sharing the information with other committees and groups.

Mr. Miranda stated that Dr. Stephanie Droker, ACCJC Senior Vice President and our ISER liaison, will be on campus Tuesday, April 9 to answer questions and concerns from our writing and leadership teams as we finalize the ISER. She will attend Faculty Senate and meet with



academic affairs and student services managers, and will hold open offices hours from 9:30 – 11:00 a.m. and 1:30 – 3:00 p.m. in Academic Affairs.

### **Enrollment Update**

*EMP Goal F: Enhancing Organizational Effectiveness*

Mr. Miranda stated that although some sections were added to the 2<sup>nd</sup> 9-week session, there will not be a significant increase in FTES. Updated numbers will be available in mid-April when the P2 report is released. He stated that enrollment is a hot topic across campus, and there are ongoing discussions within many committees and constituent groups, providing suggestions and different perspectives. The Enrollment Management Committee discussed establishing a singular goal, which is to review data and the percentage of students who are taking 6, 9, or 12 unit loads, and to determine how to support them to take full loads. There is also a corollary goal of improving retention.

Dr. Perez stated that she and Mr. Miranda submitted an application to participate in the [CCC Institutional Effectiveness Partnership Initiative \(IEPI\) 2019-2020 Strategic Enrollment Management Program](#). Cerritos was one of 15 campuses selected to participate, and our proposal is to study integrating data and technology to create a student-centered enrollment management plan.

### **Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education**

*EMP Goal F: Enhancing Organizational Effectiveness*

Dr. Fierro stated that the committee reviewed and discussed a request from the Board Policy Advisory Committee to add a statement regarding financial literacy to Board Policy 4025 – Philosophy Criteria for Associate Degree and General Education at its March 11 meeting. There was extensive discussion regarding how to operationalize financial literacy at Cerritos and Dr. Griffin requested time to discuss the proposed revision with Faculty Senate before it is presented to the board for a first reading.

Dr. Griffin stated that the Faculty Senate expressed concerns about the board recommending a change to the curricular process without relying on the faculty voice. The Senate voted to strike the proposed language because it would result in a fundamental change to the general education process without moving through the shared governance process. The Curriculum Committee is reviewing the request to examine other areas that the language may be more appropriate to add, and to compare it with Title 5 language. Faculty Senate also agreed that the language would be more appropriate in the college's goals or vision statement, and not board policy. Although faculty agree that financial literacy is an essential life skill, they are hesitant to add it as a requirement to earn a degree. Dr. Fierro stated that he agrees with continuing discussions and is open to alternatives.

**Board Policy Review – Chapter 7***EMP Goal F: Enhancing Organizational Effectiveness*

The committee began review and discussion of Chapter 7 policies and procedures.

BP 7050	Employee Conflict of Interest
AP 7050	Employee Conflict of Interest
BP 7100	Commitment to Diversity
BP 7110	Delegation of Authority, Human Resources
AP 7110	Delegation of Authority, Human Resources
AP 7125	Verification of Eligibility for Employment
AP 7126	Applicant Background Checks
BP 7130	Compensation
AP 7130	Compensation
BP 7140	Collective Bargaining
BP 7160	Professional Development
AP 7160	Professional Development
BP 7210	Academic Employees
AP 7210	Academic Employees
AP 7212	Temporary Faculty
AP 7215	Academic Employees: Probational Contract Faculty
BP 7233	Work Out of Classification
AP 7233	Work Out of Classification
BP 7234	Overtime
AP 7234	Overtime
BP 7250	Educational Administrators
AP 7250	Educational Administrators
BP 7260	Classified Managers
AP 7260	Classified Managers
BP 7310	Nepotism
AP 7310	Nepotism
BP 7330	Communicable Disease
AP 7330	Communicable Disease
BP 7335	Health Examinations
AP 7336	Certification of Freedom from Tuberculosis
AP 7337	Fingerprinting
AP 7344	Employee Absence and Tardy Reporting
BP 7345	Catastrophic Illness Leave Program
AP 7345	Catastrophic Illness Leave Program
BP 7346	Military Leave
AP 7346	Military Leave
BP 7350	Resignations
BP 7365	Discipline and Dismissal - Classified Employees
AP 7365	Discipline and Dismissal - Classified Employees
AP 7371	Personal Use of Public Resources
BP 7510	Domestic Partners
BP 7600	Campus Police
AP 7600	Campus Police

BP 7700 Whistleblower Protection  
AP 7700 Whistleblower Protection

The committee discussed and reached consensus to update the following documents, as attached.

BP 7050 Employee Conflict of Interest  
AP 7050 Employee Conflict of Interest  
BP 7100 Commitment to Diversity  
AP 7110 Delegation of Authority, Human Resources  
AP 7125 Verification of Eligibility for Employment  
BP 7130 Compensation  
AP 7130 Compensation

Discussion and review of the policies and procedures will continue at the April 22 meeting, due to time constraints.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

No reports due to time constraints.

X. PRESIDENT'S REPORT

No report due to time constraints.

XI. ADJOURNMENT

Meeting adjourned at 3:00 p.m.



# CURRICULUM COMMITTEE

## 2018-2019

Coordinating Committee Presentation

4/8/19

# ACCOMPLISHMENTS COURSES



<b>Submission type</b>	<b># of Submissions</b>	<b># of Content Review</b>	<b># of General Education</b>	<b># of Distance Education</b>	<b>Tabled</b>	<b>Curriculum Approved</b>	<b>Chancellor's Office Approved</b>	<b>Chancellor's Office Pending</b>
<b>New Courses</b>	61	29	24	25	0	61	25	0
<b>Modified Courses</b>	100	52	24	40		100	78	22
<b>Inactivated Courses</b>	12				12	0	0	0
<b>Total</b>	173	81	48	65	0	161	103	22



# ACCOMPLISHMENTS PROGRAMS

<b>Submission type</b>	<b># of Submissions</b>	<b>Tabled</b>	<b>Curriculum Approved</b>	<b>Chancellor's Office Approved</b>	<b>Chancellor's Office Pending</b>
<b>New Programs</b>	9	1	8	1	8
<b>Modified Programs</b>	58	5	55	35	23
<b>Inactivated Programs</b>	0	0	0	0	0
<b>Total</b>	67	6	63	36	31



## eLumen for Curriculum Progress

- CTX drop-in Training: 9
- One-on-One: 34
- Department: 5
- All Chairs: 1
- Long Beach City College Visit - tomorrow

## eLumen COR Clean-up Efforts



- Created two new workflows
  - COR Clean-up 2018/2019 (Faculty & Chairs)
  - Assisted COR Clean-up 2018/2019 (Academic Affairs Staff Support & Chairs)
- Phally and I cut down on complaining about eLumen



**To:** Coordinating Committee

**From:** Angela Conley & Sunday Obazuaye, Co-chairs

**Date:** April 8, 2019

**Re:** Update on Program Review Committee for Spring 2019

The committee has met this semester and continue the program review cycle for 2018-2019 academic year. There were 11 programs due for review this year. We reviewed Sociology, Architecture, and History during fall 2018 semester. This semester (Spring 2019), we have reviewed Education Technology, Political Science, Nursing, and Dance. Plastics Manufacturing Technology, and Speech are scheduled for review April 16, 2019. Engineering Design Technology is yet to comply with Program Review due date which was scheduled for 2/19/19. Math was originally scheduled for April 16 but has been rescheduled for September 17, 2019.

Below is a list of programs undergoing review during the 2018-2019 academic year, along with the committee member assigned to lead the subcommittee responsible for each program:

<b>Program</b>	<b>Chair</b>	<b>Division</b>	<b>Visitation Date</b>	<b>Lead Liaison</b>
Sociology	Amy Holzgang	BHSS	11/6/2018	Patricia Robbins Smith
Architecture	Ed Rother	Tech	11/20/2018	Ernest Lew
History	George Jarrett	BHSS	12/4/2018	Graciela Vasquez
Educational Technology	Cynthia Alexander	BHSS	1/15/2019	Angela Conley
Political Science	Victor Obasohan	BHSS	2/5/2019	Angela Conley
Nursing	Kelli Brooks	HO	4/2/2019	Sunday Obazuaye
Dance	Rebekah Hathaway	HPEDA	4/2/2019	Sunday Obazuaye
Plastics	Micic Miodrag	Tech	4/16/2019	Stephanie Rosenblatt
Speech	Angela Hoppe-Nagao	LA	4/16/2019	Rebekah Hathaway

The committee adopted the new SLO Appendix E submitted by the SLO committee to be added to the Program Review Committee Handbook in place of the existing one. We have prepared the schedule for the 2019-2020 program review cycle.

The committee conducted training/orientation on Thursday, November 29, 2018 for programs that will undergo program review in 2019-2020 academic year. The training is conducted in collaboration with the office of Institutional Effectiveness, Research, and Planning (IERP). The training took place in the CTX, and participants can earn Flex credits. The committee has no representatives from Associated Students of Cerritos College (ASCC).

**Tentative schedule for 2019-2020 Academic Year**

<b>Program</b>	<b>Chair</b>	<b>Division</b>	<b>Visitation Date</b>	<b>Lead Liaison</b>
Math	Manuel Lopez	SEM	9/17/2019	Colleen McKinley
Women's and Gender Studies	Michelle Fagundes/Amy Holzgang	BHSS	11/5/2019	Graciela Vasquez
Philosophy	Ted Stolz	BHSS	11/19/2019	Reuben Foat
Physical Therapist Assistant	Julie Bathke	HO	12/3/2019	Patricia Robbin Smith
Pharmacy Technology	Nasiba Makarem	HO	1/21/2020	Stephanie Rosenblatt
Kinesiology	Carrie Edwards	HPER	2/4/2020	Angela Conley
Anthropology	Monica Bellas	BHSS	2/18/2020	Rebekah Hathaway
Library Instruction and Resources	Debra Moore	LIB	3/3/2020	Ernest Lew
English as a Second Language	Joann Sugihara-Cheetham	LA	3/17/2020	Sunday Obazuaye
Woodworking Manufacturing Technology	Carl Stammerjohn/ Reuben Foat	Tech	4/7/2020	Colleen McKinley



# Cerritos College Standards for Monitoring Improved Institutional Performance for 2017-18 (reporting year: 2019)

In order to evaluate whether the coordinated efforts of our campus are effective in producing career and transfer-bound students, Cerritos College will regularly assess and monitor college-wide achievement measures. These measures are described below:

1. The number of Certificate conferred each academic year (MIS data)
2. The number of Degrees conferred each academic year (MIS data)
3. The number of Cerritos College students who transfer to a CSU campus each academic year (CSU system data)
4. The number of Cerritos College students who transfer to a UC campus each academic year (CCCCO Transfer data)
5. Successful Course Completion Rate is the percentage of enrollments that remained in the course through the term of the course (MIS data)  
(\*NOTE: verbage change enacted to be "Successful" Course Completion, which changed metric/reporting beginning 2015-16 in 2017)
6. Persistence measures how well the college retains new students, so that they enroll into a second year (or third term) of college Scorecard (CCCCO Scorecard). @ denotes below CCCCCO discontinued Scorecard in 2018.

The table below displays the college's performance on these measures from the previous 5 academic or cohort years, and the average calculated over those years (highlighted in yellow). Calculating a 5-year average summarizes the performance of the college in its most recent years, and provides a fair and relatively stable estimate of college performance. Through discussion and agreement with campus constituents, the college decided to use the 5-year average as a set-institutional standard or baseline [NOTE: the standard for Persistence as reported in the Scorecard is a 6 year cohort]. So as the college monitors its progress on these measures annually, any dips in achievement lower than the 5-year average will call attention to the measure, prompt further analyses, and focus effort towards improvement. Set standards or baselines are different than goals. Cerritos College has articulated goals that the college aspires to achieve, which are documented in the Educational Master Plan. Baselines provide a threshold of minimum performance.

## Cerritos College Institutional Standards

	NEW 5 yr Avg Target for 2018-19:	TARGET: 2017-18	Performance *2017-18	Performance 2016-17	Performance 2015-16	Performance 2014-15	Performance 2013-14	Performance 2012-13
#Certificates Awarded	885^	885	2,301	1,579	864	773	712	745
#Degrees Awarded	1,558	1292	1,944	1,735	1,632	1,356	1,121	1,209
#CSU Transfers	950	751	939	1035	979	893	903	644
#UC Transfers	135	139	122	126	126	144	157	144
Course Completion Rate	*69.3% (*3 yr avg w/new def)	*69.6%	*68.8%	*69.9%	*69.3%	83%	83%	83%
Persistence (6 yr cohort)	@	75.6%	@	76.7%	77.8%	76.9%	73.3%	73.3%

Updated: 03-07-19 after PBC meeting. ^ denotes PBC recommendation to use 885 for #Certificates Awarded for 2018-19 instead of 5 year average.

Human Resources

1 **BP 7050 EMPLOYEE CONFLICT OF INTEREST**

2 **References:**

3 Government Code, Sections 1126, 82029, 87100, 87302;  
4 CCR, Title 2, Section 18705

5 The following policy pertains to all employees of the Cerritos Community College District.

6 **A. CONFLICTS OF INTEREST ARE PROHIBITED**

7 No employee or consultant/contractor of the Cerritos Community College District  
8 shall make, participate in making, or in any way attempt to influence a decision of  
9 the Cerritos Community College District in which he or she knows or has reason  
10 to know will have a financial effect, distinguishable from its effect on the public  
11 generally, on the employee or his or her "immediate family." ~~Immediate family shall~~  
12 ~~mean spouse and dependent children of an employee of the District (Government~~  
13 ~~Code, Section 82029),~~ Immediate family members, consistent with Board Policy  
14 7310 Nepotism, shall be defined as father, mother, brother, sister, spouse,  
15 domestic partner, child, grandchild, stepfather, stepmother, stepson,  
16 stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-  
17 law, daughter-in-law, grandfather, grandfather-in-law, grandmother, grandmother-  
18 in-law, foster parents in lieu of father or mother, foster children or family members  
19 living in the immediate household, which includes:

- 20 1. Any business entity in which the employee, consultant/contractor or his/her  
21 immediate family has an investment;  
22 2. Any business entity in which the officer, employee, consultant/contractor or  
23 his/her immediate family is a director, officer, partner, trustee, employee, or  
24 holds any position of management; or,  
25 3. Any real property in which the officer, employee, consultant/contractor or  
26 his/her immediate family has a direct or indirect interest.

27 **B. USE OF CONTRACTORS**

28 In accordance with Government Code, Section 1126, no designated employee  
29 filing an Annual Statement shall accept money or gifts from any current contractor  
30 providing facilities, grounds, or construction services to the District. Designated  
31 employees are required to disclose on the Annual Statement any money or gifts in  
32 any amount from any current contractor providing facilities, grounds, or  
33 construction services to the District. For purposes of this section, a 'current  
34 contractor' refers to any business entity or individual including contractors,  
35 suppliers, architects, attorneys, engineers, and insurers, providing services related  
36 to the construction of facilities or grounds for the District during the year covered  
37 by the Annual Statement.

38 C. PENALTIES

39 Any employee who shall make, participate in making, or in any way attempt to use  
40 his or her relationship with the Cerritos Community College District to influence a  
41 decision of the Cerritos Community College District in which he or she knows or  
42 has reason to know he or she has a prohibited financial interest shall be subject to  
43 discipline, including up to dismissal.

44 D. ACADEMIC DECISIONS

45 In the area of academic decisions, the Fair Political Practices Commission has  
46 established certain specific exemptions from conflict of interest provisions which  
47 are applicable to the Cerritos Community College District. Academic decisions  
48 with respect to textbook utilization and other educational materials are also subject  
49 to the District's written guidelines for textbooks which appear in the  
50 Faculty Handbook collective bargaining agreement. The regulations for academic  
51 decisions adopted by the California Fair Fair Political Practices Commission, at  
52 Title 2 Code of the California Code of Regulations (CCR), Section 18705, provide  
53 as follows:

54 Section 18705. Academic Decisions.

55 "(a) Except as provided in subsection (b), neither disclosure of financial  
56 interests nor disqualification is required under Government Code, Sections  
57 87100, 87302, or any Conflict of Interest Code, in connection with:

58 "(1) Teaching decisions, including the selection by a teacher of books or  
59 other educational materials for use within his or her own school or  
60 institution, and other decisions incidental to teaching;

61 "(2) Decisions made by a person who has teaching or research  
62 responsibilities at an institution of higher education to pursue personally a  
63 course of academic study or research, to apply for funds to finance such a  
64 project, to allocate financial and material resources for such academic study  
65 or research, and all decisions relating to the manner or methodology with  
66 which such study or research will be conducted. Provided, however, that  
67 the provisions of this subsection (2) shall not apply with respect to  
68 institution- or campus- wide administrative responsibilities respecting the  
69 approval or review of any phase of academic research or study conducted  
70 at the institution or campus.

71 "(b) Disclosure shall be required under Government Code, Section 87302  
72 or any Conflict of Interest Code in connection with a decision made by a  
73 person or persons at an institution of higher education with principal  
74 responsibility for a research project to undertake such research, if it is to be  
75 funded or supported, in whole or in part, by a contract or grant (or other  
76 funds earmarked by the donor for a specific research project or for a specific  
77 researcher) from a nongovernmental entity, but disqualification may not be  
78 required under Government Code, Sections 87100, 87302, or any Conflict  
79 of Interest Code in connection with any such decision if the decision is

80 substantively reviewed by an independent committee established within the  
81 institution.”

82 E. DISTRIBUTION OF THIS POLICY

83 Copies of this policy shall be distributed by the Human Resources Office to all  
84 current and future employees.

85 See also BP/AP 2710 titled Conflict of Interest and BP 2712 titled Conflict of Interest  
86 Code.

87 Office of Primary Responsibility: Vice President, Human Resources

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**Date Adopted: December 10, 2008**

*(Replaces former Cerritos CCD Policy 5000.1)*

The committee agreed to the proposed changes on April 8, 2019.

**Human Resources**

1 **AP 7050 EMPLOYEE CONFLICT OF INTEREST**

2 **References:**

3 Government Code, Sections 1126, 82029, 87100, 87302;  
4 CCR, Title 2, Section 18705

5 The District will provide to all employees upon hire notice which includes, but is not limited  
6 to, those actions which will be deemed a conflict of interest.

7 A. Any employee violating Board Policy 7050 may be subject to disciplinary action  
8 according to and consistent with the terms of the current Board Policies, collective  
9 bargaining agreements, the Fair Political Practices Act and the Government and  
10 Education Codes. Any employees who have questions or concerns of potential  
11 conflict of interests should contact the Director or Vice President of Human  
12 Resources.

13 B. All rights of appeal shall be consistent with state statutes and collective bargaining  
14 agreements.

15 Office of Primary Responsibility: Vice President, Human Resources

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**Date Approved: December 10, 2008**

*(Replaces former Cerritos CCD Policy 5000.1)*

**The committee agreed to the proposed changes on April 8, 2019.**

**Human Resources**

1 **BP 7100 COMMITMENT TO DIVERSITY**

2 **References:**

- 3 Education Code, Sections 87100 et seq.;
- 4 Title 5, Sections 53000 et seq.

5 The ~~District~~ Board of Trustees is committed to employing qualified equity  
6 minded administrators, faculty, and staff members who are dedicated to student  
7 success. To further this commitment, the District will support professional development  
8 opportunities related to diversity, inclusion, and equity. The Board of Trustees recognizes  
9 that diversity in the academic environment fosters cultural awareness, promotes mutual  
10 understanding and respect, and provides suitable role models for all students. ~~The Board~~  
11 ~~of Trustees is committed to hiring and staff development processes that~~ The  
12 District supports the goals of diversity, inclusion, and equity ~~equal opportunity and~~  
13 ~~diversity,~~ and provides s equal ~~consideration~~ opportunity for all qualified candidates.

14 Office of Primary Responsibility: Vice President, Human Resources

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**Date Adopted: December 10, 2008**

The committee agreed to the proposed changes on April 8, 2019.



**Human Resources**

1 **AP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES**

2 **Reference:**

3 Education Code, Section 70902(d);  
4 ACCJC Accreditation Standard III.A.11

5 **A. Authorization to Hire**

6 The authority to hire employees for all service to the District is vested in the Board of  
7 Trustees. No employment is final until the Board takes official action.

8 **B. Recommendation for Hire**

9 ~~Recommendations to fill vacant positions or establish new positions come to the Board~~  
10 ~~of Trustees from the President/Superintendent through the Human Resources~~  
11 ~~Office.~~ The establishment of new positions requires approval from the Board of  
12 Trustees. Replacement positions require recommendations from the appropriate Vice  
13 President of the area to the President/Superintendent. The President/Superintendent  
14 will ensure that funds are available to cover the cost of replacement or new positions.  
15 The Human Resources Office is responsible for filling authorized positions through the  
16 established hiring policies and procedures.

17 **C. Delegation of Responsibility**

18 The President/Superintendent may delegate to the Vice President of Human Resources  
19 the development of job responsibilities and the performance of other personnel actions  
20 provided that all state and federal laws and regulations, Board Policies, and  
21 Administrative Procedures are followed.

22 Office of Primary Responsibility: Vice President, Human Resources

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**Date Approved: December 10, 2008**

**Date Revised: July 1, 2010**

**The committee agreed to the proposed changes on April 8, 2019.**

**Human Resources**

**1 AP 7125 VERIFICATION OF ELIGIBILITY FOR EMPLOYMENT**

**2 Reference:**

3 8 U.S. Code, Section 1324a

4 The District will only hire or recruit United States citizens or people legally authorized to  
5 be employed in the United States. The District will not sponsor individuals for employment  
6 except under unusual circumstances as approved by the Board of Trustees.

7 The District will ensure completion and verification of the employment eligibility form(s)  
8 required by the United States government for each new employee. The District will retain  
9 such forms for at least three years ~~for persons it does not hire. For persons it does hire,~~  
10 ~~the District will retain such forms for at least three years or until one year after the persons~~  
11 ~~leaves the District's employment, whichever is later.~~

12 The District will protect the privacy of the information it collects pursuant to this procedure.

13 The Employment Eligibility Verification Form (I-9) is required for employment from all  
14 persons hired subsequent to November 1986, within three business days of hire and must  
15 be accompanied by "reliable documentation." "Reliable documentation" unexpired,  
16 acceptable documents as set out forth in federal law (Department of Homeland Security,  
17 U.S. Citizenship, and Immigration Services) at the time of hire. ~~includes documents from~~  
18 ~~the following List of Acceptable Documents:~~

19 **List A – Documents that Establish Both Identity and Employment Eligibility (one**  
20 **document):**

- 21 1. U.S. Passport (unexpired or expired)
- 22 2. Certificate of U.S. Citizenship (Form N-560 or N-561)
- 23 3. Certificate of Naturalization (Form N-550 or N-570)
- 24 4. Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicated
- 25 unexpired employment authorization
- 26 5. Permanent Resident Card or Alien Registration Receipt Card with photograph
- 27 (Form I-151 or I-551)
- 28 6. Unexpired Temporary Resident Card (Form I-688)
- 29 7. Unexpired Employment Authorization Card (Form I-688A)
- 30 8. Unexpired Reentry Permit (Form I-327)
- 31 9. Unexpired Refugee Travel Document (Form I-571)
- 32 10. Unexpired Employment Authorization Document issued by DHS that contains a
- 33 photograph (Form I-688B)

34 **OR**

35 **List B – Documents that Establish Identity (one document):**

- 36 1. Driver's License or ID Card issued by a state or outlying possession of the United  
37 States provided it contains a photograph or information such as name, date of birth,  
38 gender, height, eye color, and address  
39 2. ID Card issued by local, state, or federal government agencies or entities provided  
40 it contains a photograph or information such as name, date of birth, gender, height,  
41 eye color, and address  
42 3. School ID card with a photograph"  
43 4. Voter's registration card  
44 5. U.S. Military card or draft record  
45 6. Military dependent's ID card  
46 7. U.S. Coast Guard Merchant Mariner Card  
47 8. Native American Tribal document  
48 9. Driver's license issued by a Canadian government authority  
49 10. School record or report card  
50 11. Clinic, doctor, or hospital record  
51 12. Day-care or nursery school record

52 **AND**

53 **List C – Documents that Establish Employment Eligibility (one document):**

- 54 1. U.S. social security card issued by the Social Security Administration (other than  
55 a card stating it is not valid for employment)  
56 2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or  
57 Form DS-1350)  
58 3. Original or certified copy of a birth certificate issued by a state, county, municipal  
59 authority, or outlying possession of the United States bearing an official seal  
60 4. Native American tribal document  
61 5. U.S. Citizen ID Card (Form I-197)  
62 6. ID Card for use of Resident Citizen in the United States (Form I-179)  
63 7. Unexpired employment authorization, document issued by DHS (other than those  
64 listed under List A)

65 **~~I-9 Form~~**

66 In accordance with federal law, all employees hired subsequent to November, 1986 must  
67 complete an I-9 form.

68 Office of Primary Responsibility: Vice President, Human Resources

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**Date Approved: December 10, 2008**

The committee agreed to the proposed changes on April 8, 2019.

**Human Resources**

1 **BP 7130 COMPENSATION**

2 **References:**

3 Education Code, Sections 70902(b)(4), 72411, 87801, and 88160;  
4 Government Code, Section 53200;  
5 U.S. Department of Education regulations on the Integrity of Federal Student  
6 Financial Aid Programs under Title IV of the Higher Education Act of 1965, as  
7 amended

8 The Board of Trustees shall establish salary schedules, compensation, and benefits  
9 (including health and welfare benefits as applicable) for all classes of employees and  
10 each administrator employed pursuant to a contract under Education Code Section  
11 72411.

12 District salary schedules, compensation, and benefits shall be administered in  
13 accordance with federal, state, local laws, and Board Policies and Administrative  
14 Procedures and will be consistent with the terms of respective collective bargaining  
15 agreements.

16 The Board of Trustees may defer the adoption of salary schedules to be paid, pending  
17 adoption of the District's budget for the ensuing fiscal year.

18 **Prohibition on Incentive Compensation**

19 The District shall not provide any commission, bonus, or other incentive payment based,  
20 directly or indirectly, on the success in securing enrollments or financial aid, to any  
21 person or entity engaged in any student recruiting or admission activities or in making  
22 decisions regarding the award of student financial assistance. Employees covered by  
23 this ban shall be referred to as "covered employees" for purposes of this policy.

24 Foreign students residing in foreign countries who are not eligible to receive federal  
25 student assistance are not subject to this prohibition.

26 Office of Primary Responsibility: Vice President, Human Resources

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**Date Adopted: December 10, 2008**

**Date Revised: June 13, 2012**

*(Replaces former Cerritos CCD Policy 7006)*

**The committee agreed to the proposed changes on April 8, 2019.**

**Human Resources**

1 **AP 7130 COMPENSATION**

2 **References:**

- 3 Education Code, Sections 87801 and 88160;
- 4 Government Code, Section 53200
- 5 U.S. Department of Education regulations on the Integrity of Federal Student
- 6 Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
- 7 amended

8 **Contract Management Employees**

9 The Board of Trustees will establish and maintain a contract with the President/  
10 Superintendent which sets forth the provisions of salary, compensation, and health and  
11 welfare benefits.

12 The Board of Trustees will establish and maintain a Contract Management Salary  
13 Schedule. Contract Management Employees, excluding the President/Superintendent,  
14 will receive compensation based upon the Contract Management Employee Salary  
15 Schedule. The Board of Trustees will also establish and maintain contracts with  
16 Contract Management Employees which include salary provisions and health and  
17 welfare benefits.

18 **Management Team Employees**

19 The Board of Trustees will establish and maintain a Management Team Salary  
20 Schedule. The Human Resources Office will maintain salary schedules, salary  
21 schedule provisions, and health and welfare benefits at the direction of the Board of  
22 Trustees. The Board of Trustees will also establish and maintain contracts with  
23 Management Team Employees hired after July 1, 2017, which include salary provisions  
24 and health and welfare benefits.

25 **Faculty Employees**

26 Faculty salary schedules, salary schedule provisions, and health and welfare benefits  
27 will be established and maintained in the collective bargaining agreement.

28 All faculty employees will be paid and receive benefits in accordance with the terms and  
29 conditions of the negotiated agreement.

30 **Classified Employees**

31 Classified salary schedules, salary schedule provisions, and health and welfare benefits  
32 will be established and maintained in the collective bargaining agreement.

33 All classified employees will be paid and receive benefits in accordance with the terms  
34 and conditions of the negotiated agreement.

### 35 **Confidential Employees**

36 The Board of Trustees will establish and maintain a Confidential Salary Schedule. The  
37 Human Resources Office will maintain salary schedules, salary schedule provisions,  
38 and health and welfare benefits at the direction of the Board of Trustees.

### 39 **Child Development Center and Short Term Hourly Employees**

40 The Board of Trustees will establish and maintain Salary Schedules for unrepresented  
41 employees. The Human Resources Office will maintain salary schedules, salary  
42 schedule provisions, and health and welfare benefits as applicable at the direction of the  
43 Board of Trustees.

## 44 **General Employee Provisions**

### 45 Salary Warrant Errors

46 Whenever it is determined that a District error has been made in the calculation or  
47 reporting in any employee's payroll or in the payment of any employee's salary, the  
48 District shall provide the employee with a statement of the correction and a supplement  
49 payment normally within five (5) working days of such determination. The employee  
50 shall provide written notification to the Payroll Department of any alleged errors. A  
51 salary warrant error resulting in an overpayment for an employee shall be corrected and  
52 subsequent salary warrant(s) reduced accordingly after the District provides written  
53 notification to said employee.

### 54 Lost Salary Warrants

55 If an employee: a) loses a salary warrant after receipt, b) fails to receive a salary  
56 warrant within ten (10) workdays of the date of mailing, or c) fails to cash a salary  
57 warrant within six (6) months of the issuance date, said employee shall immediately  
58 notify the Payroll Department and as soon as administratively practicable a new salary  
59 warrant shall be issued. The District shall charge said employee for the actual and  
60 necessary expense of reissuing a warrant in cases of the loss of a salary warrant or  
61 failure to cash a salary warrant within the time period specified above.

### 62 Quarantine

63 All employees may receive salary in full when quarantined by city or county health  
64 officials because of another's illness.

### 65 **Prohibition on Incentive Compensation**

66 The District shall not provide any commission, bonus, or other incentive payment based,  
67 directly or indirectly, on the success in securing enrollments or financial aid, to any  
68 person or entity engaged in any student recruiting or admission activities or in making  
69 decisions regarding the award of student financial assistance. Employees covered by  
70 this ban shall be referred to as "covered employees" for purposes of this policy.

71 Contract management employees who are only involved in the development of policy  
72 and do not engage in individual student contact or the other activities covered by the  
73 prohibition of incentive compensation will not generally be subject to the ban.

74 The management team and employees who are only involved in the development of  
75 policy and do not engage in individual student contact or the other activities covered by  
76 the prohibition of incentive compensation will not generally be subject to the ban.

77 The President/Superintendent or designee shall identify any covered employees of the  
78 District and determine whether the District's compensation arrangements comport with  
79 the prohibition on incentive compensation, and to the extent that they do not, make  
80 necessary modifications to comply. Similarly, the President/Superintendent or designee  
81 shall identify any covered service providers, evaluate whether the contract pricing  
82 structure is consistent with the prohibition on incentive compensation, and if not,  
83 determine what modifications the District can make to any applicable contract.

84 Office of Primary Responsibility: Vice President, Human Resources

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**Date Approved: December 10, 2008**

**Date Revised: October 10, 2011**

*(Replaces former Cerritos CCD Policies 7006, 7007, 7206, 7304, 7305, 7307, 7308, 7309, 7310,  
and 7321)*

**The committee agreed to the proposed changes on April 8, 2019.**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

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

<p><b>SUBJECT:        Resolution #19-0501A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C, and Actions Related Thereto</b></p>
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**ACTION**

It is recommended that the Board of Trustees approves Resolution #19-0501A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C, and Actions Related Thereto.

**FISCAL IMPACT**

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

**REPORT SUMMARY**

An election was held in the Cerritos Community College District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$350,000,000 (the "Measure G"). The District has previously issued two series of bonds under Measure G in a principal amount of \$175,000,000. The District now desires to proceed with the third issuance of bonds under Measure G in an amount not-to-exceed \$100,000,000 (the "Bonds"). The Bonds are being authorized for the purpose of providing funds to (i) finance projects approved by Measure G, and (ii) pay the costs of issuing the Bonds.

(a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$100,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.4%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Morgan Stanley & Co. LLC as the underwriter (the "Underwriter"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.



(b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement. The Preliminary Official Statement (the "POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

## **NOTICING REQUIREMENTS**

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

## **ATTACHMENT(S)**

Resolution #19-0501A

Preliminary Official Statement

Purchase Contract

**RESOLUTION NO. 19-0501A**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CERRITOS COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2019C, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Cerritos Community College District (the "District"), Los Angeles County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$350,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

**WHEREAS**, on November 20, 2014, the District caused the issuance of the first series of bonds under the Authorization in the aggregate principal amount of \$100,000,000;

**WHEREAS**, on January 23, 2018, the District caused the issuance of the second series of bonds under the Authorization in the aggregate principal amount of \$75,000,000;

**WHEREAS**, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue the third series of bonds under the Authorization, in an aggregate principal amount not-to-exceed \$100,000,000 and styled as "Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C" (the "Bonds"), with such additional designations if the Bonds are sold in more than one Series, as further described herein;

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds;

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$100,000,000.

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

**SECTION 3. Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the President/Superintendent, the Vice President of Business Services/Assistant Superintendent of the District, or such other officers or employees of the District as the President/Superintendent or the Vice President of Business Services/Assistant Superintendent may designate for such purpose (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

**SECTION 4. Approval of Purchase Contract.** The form of Purchase Contract by and between the District and the Underwriter, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.4% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$100,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2019 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2019, with respect to payments of principal of the Bonds.

(d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **“Date of Delivery”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York, 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(l) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing

information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(m) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from their Date of Delivery.

(n) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(o) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(p) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(q) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(r) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) **“Paying Agent”** means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds. The Treasurer is authorized to contract with a third party to carry out the services of Paying Agent hereunder, and U.S. Bank National Association, is hereby approved as the initial agent of the Treasurer to act as Paying Agent.

(t) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer,

(iv) the Local Agency Investments Fund of the California State Treasurer, and (v) State and Local Government Series Securities.

(u) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(v) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriter named therein. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(w) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(x) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(y) **“S&P”** means S&P Global Ratings, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(z) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(aa) **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(bb) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(cc) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount.

(dd) **“Treasurer”** means the Treasurer and Tax Collector of the County.

(ee) **“Underwriter”** means Morgan Stanley & Co. LLC.

## **SECTION 6. Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates and Terms.** The Bonds shall be issued as fully registered Current Interest Bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of

authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Date of Delivery. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.
2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.
3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.
4. Such Redemption Notice shall be given such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. The Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon.

With respect to any Redemption Notice of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Bonds shall not be subject to redemption on such date and the Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.



(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust as provided in Section 19 hereof for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to

such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have

responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 7. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond

shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

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

**SECTION 9. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 10. Form of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the

Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds

**SECTION 11. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2019C Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds, or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2019C Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise with, a fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay bonds issued pursuant to the Authorization. Interest earnings on monies held in Building Fund shall be retained therein. Interest earnings on monies held in the Debt Service Fund shall be retained therein. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued shall, upon written notice from the District, be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the principal amount of the Bonds

received from the Underwriter. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

**SECTION 13. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2019C Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service

fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 14. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District and use for the payment of the principal of and interest on the Bonds when and as the falls due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section



14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* property taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to California Education Code Section 15234.

**SECTION 15. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 16. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying

United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

**SECTION 20. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 21. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

**SECTION 22. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**SECTION 23. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints KNN Public Finance as Municipal Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, and Morgan Stanley & Co. LLC, as Underwriter, each with respect to the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

(d) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.680%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$700,000.00, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$99,700,000.00, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$176,828,000.00. The information

presented in this Section 23(c) is included in satisfaction of Section 5852.1 of the Government Code, and shall not abrogate or otherwise limit any provision of this Resolution.

**SECTION 24. Resolution to County Treasurer.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

**SECTION 25. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approved the form of the Continuing Disclosure Certificate appended to the draft Preliminary Official Statement presented as this meeting., The Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Bonds.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

[REMAINDER OF PAGE LEFT BLANK]

**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 1st day of May, 2019, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

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

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees  
Cerritos Community College District

**SECRETARY’S CERTIFICATE**

I, Dr. Jose Fierro, Secretary to the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on May 1, 2019, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Secretary to the Board of Trustees of the Cerritos  
Community College District

**EXHIBIT A**  
**FORM OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**CERRITOS COMMUNITY COLLEGE DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2019C**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 20__	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

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

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on May 1, 2019 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such

taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 535515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection *ad valorem* property taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of current interest bonds, of which this bond is a part (collectively, the "Bonds").

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

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

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

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



Redemption Dates

Principal Amounts

TOTAL

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

**CERRITOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Trustees

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 20\_\_.

By: U.S. BANK NATIONAL ASSOCIATION as agent of  
the TREASURER AND TAX COLLECTOR OF LOS  
ANGELES COUNTY, as Paying Agent

\_\_\_\_\_  
Authorized Officer

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

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

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

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

## LEGAL OPINION

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

(Facsimile Signature)  
\_\_\_\_\_  
[Secretary to/Clerk of] the Board of Trustees

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: Moody's: [Aa2"] S&P: [AA"]**  
**See "MISCELLANEOUS – Ratings"**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.*

\$ \_\_\_\_\_\*

**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2019C**

**Dated: Date of Delivery**

**Due: August 1, as shown on inside cover page**

*This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.*

The Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C (the "Bonds") were authorized at an election of the registered voters of the Cerritos Community College District (the "District") held on November 6, 2012 at which the requisite 55% of the persons voting on the proposition voted to authorize the issuance and sale of \$350,000,000 principal amount of general obligation bonds of the District. The Bonds are being issued to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance of the Bonds.

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of Los Angeles County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due.

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (collectively, "DTC"). Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interest in the Bonds, but will instead receive credit balances on the books of their respective nominees. The Bonds are issuable as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Bonds will be issued as current interest bonds such that interest thereon will accrue from the date of delivery of the Bonds, and be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2019 (each, a "Bond Payment Date"). Payments of principal of and interest on the Bonds will be made by the designated bond registrar and paying agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Bonds. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector of Los Angeles County to act as Paying Agent for the Bonds

**The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to their stated maturity dates as further described herein\*.**

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**MATURITY SCHEDULE**  
 (see inside front cover)

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*The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel. Certain matters will be passed upon for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel, and for the Underwriter by Norton Rose Fulbright US LLP, Los Angeles, California. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2019.*

**Morgan Stanley**

Dated: \_\_\_\_\_, 2019

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

# MATURITY SCHEDULE\*

Base CUSIP<sup>†</sup>:

\$ \_\_\_\_\_

**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2019C**

\$ \_\_\_\_\_ Serial Bonds

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP Suffix<sup>†</sup></u>
--------------------------------	-----------------------------	--------------------------	--------------	-------------------------------------

\$ \_\_\_\_\_ – \_\_\_\_\_% Term Bonds due August 1, 20\_\_ - Yield: \_\_\_\_\_%<sup>(1)</sup> - CUSIP Suffix<sup>†</sup>:

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\* Preliminary, subject to change.

<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. None of the Underwriter, the Municipal Advisor or the District is responsible for the selection, uses or correctness of the CUSIP numbers set forth herein. CUSIP numbers have been assigned by an independent company not affiliated with the District, the Municipal Advisor or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement.

“The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.”

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The District maintains a website. However, the information presented on such website is not part of this Official Statement, is not incorporated herein by any reference, and should not be relied upon in making an investment decision with respect to the Bonds.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**Board of Trustees**

Carmen Avalos, *President, Trustee Area 2*  
Marisa Perez, *Vice President, Trustee Area 4*  
Martha Camacho-Rodriguez, *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*

**District Administration**

Dr. Jose Fierro, *President/Superintendent*  
Felipe Lopez, *Vice President, Business Services/Assistant Superintendent*

**PROFESSIONAL SERVICES**

**Bond Counsel and Disclosure Counsel**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
*San Francisco, California*

**Municipal Advisor**

KNN Public Finance LLC  
*Oakland, California*

**Paying Agent**

U.S. Bank National Association, as agent of the  
Treasurer and Tax Collector of Los Angeles County,  
*Los Angeles, California*

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**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2019C**

**INTRODUCTION**

This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale of the Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C (the “Bonds”).

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

**The District**

The Cerritos Community College District (the “District”), founded in 1955, serves an area of 52 square miles of southeastern Los Angeles County (the “County”), and includes within its service area the cities and communities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Norwalk, and portions of Bell Gardens, Lakewood, Long Beach, Santa Fe Springs, and South Gate. The District currently operates Cerritos College (the “College”), located on a 135-acre site in the City of Norwalk, and which provides collegiate level instruction in 87 degree and certification programs in over 180 areas of study. The College is fully accredited by the Accrediting Commission for Community and Junior Colleges (the “ACCJC”). For fiscal year 2019-20, the District has a projected full-time equivalent student (“FTES”) count of 1,600, and taxable property within the District has a fiscal year 2018-19 assessed valuation of \$47,688,600,386.

The District is governed by a seven-member Board of Trustees (the “Board of Trustees”), each member of which is elected to a four-year term by voters within seven trustee areas. Elections for positions to the Board of Trustees are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a President/Superintendent appointed by the Board of Trustees who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Dr. Jose Fierro currently serves as the President/Superintendent of the District and Felipe Lopez currently serves as the Vice President, Business Services/Assistant Superintendent.

See “TAX BASE FOR REPAYMENT OF BONDS” herein for more information regarding the assessed valuation of property within the District, and “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA” and “CERRITOS COMMUNITY COLLEGE DISTRICT” herein for more information regarding the District’s finances and operations generally. The audited financial statements of the District for fiscal year ending June 30, 2018 are attached hereto as APPENDIX B and should be read in their entirety.

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\* Preliminary, subject to change.

## **Purpose of the Bonds**

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance associated with the issuance of the Bonds.

## **Authority for Issuance of the Bonds**

The Bonds are issued pursuant to certain provisions of the Government Code and other applicable law, and pursuant to a resolution adopted by the Board on May 1, 2019 (the “Resolution”). See “THE BONDS – Authority for Issuance” herein.

## **Security and Sources of Payment for the Bonds**

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS” herein.

## **Description of the Bonds**

***Form and Registration.*** The Bonds will be issued in fully registered form only (without coupons), initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations set forth on the inside cover, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds, but will instead receive credit balances on the books of their respective nominees. See “APPENDIX E – BOOK-ENTRY ONLY SYSTEM” herein. In event that the book-entry only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution. See “THE BONDS – Discontinuance of Book-Entry Only System; Registration, Payment and Transfer of Bonds” herein.

**So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the “Owners” or “Holders” of the Bonds (other than under the caption “TAX MATTERS,” as well as in Appendix A) will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.**

***Denominations.*** Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in the denominations of \$5,000 principal amount, or any integral multiple thereof.

***Redemption*\***. The Bonds are subject to redemption as further provided herein. See “THE BONDS – Redemption” herein.

***Payments.*** The Bonds will be issued as current interest bonds, such that interest thereon will accrue from the initial date of delivery of the Bonds (the “Date of Delivery”), and is payable semiannually on each February 1 and August 1, commencing August 1, 2019 (each, a “Bond Payment Date”). Principal of the Bonds is payable on August 1 in the year, and amounts set forth on the inside cover page hereof. Payments

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\* Preliminary, subject to change.

of the principal of and interest on the Bonds will be made by the designated paying agent, bond registrar, authentication agent and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement through DTC Participants (defined herein) to the Beneficial Owners of the Bonds. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector of the County (the “Treasurer”) to act as Paying Agent for the Bonds.

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” herein.

### **Offering and Delivery of the Bonds**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2019.

### **Bondowner’s Risks**

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* property taxes which may be levied without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) on all taxable property in the District. For more complete information regarding the District’s financial condition and taxation of property within the District, and certain other considerations, see “TAX BASE FOR REPAYMENT OF BONDS” and “LIMITATION ON REMEDIES; BANKRUPTCY” herein.

### **Continuing Disclosure**

The District will covenant for the benefit of the Owners and Beneficial Owners of the Bonds that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate relating to the disclosure of annual financial information and notices of certain events executed by the District as of the Date of Delivery, as it may be amended from time to time in accordance with the terms thereof. See “LEGAL MATTERS – Continuing Disclosure” and “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

### **Forward-Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “intend,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Professionals Involved in the Offering**

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. KNN Public Finance LLC is acting as Municipal Advisor to the District in connection with the Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation and KNN Public Finance LLC will receive compensation from the District contingent upon the sale and delivery of the Bonds. Certain matters will be passed on for the Underwriter (defined herein) by Norton Rose Fulbright US LLP, Los Angeles, California. From time to time, Bond Counsel represents the Underwriter with regard to matters unrelated to the District or the Bonds.

### **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Copies of documents referred to herein and information concerning the Bonds are available from Cerritos Community College District, 11110 Alondra Boulevard, Norwalk, California 90650, telephone: (562) 860-2451. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each such documents, statutes and constitutional provisions.

Certain information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

## **THE BONDS**

### **Authority for Issuance**

The Bonds are issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Act"), Article XIII A of the California Constitution and pursuant to the Resolution. The District received authorization at an election held on November 6, 2012 by the requisite 55% or more of the votes cast by eligible voters within the District to issue \$350,000,000 of general obligation bonds (the "2012 Authorization"). The Bonds represent the third series of bonds within the 2012 Authorization and, following the issuance thereof, \$\_\_\_\_\_ of bonds authorized by the 2012 Authorization will remain unissued.

### **Security and Sources of Payment**

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The County, however, is not obligated to establish such a reserve, and the District can make no representation that the County will do so. Such taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, will be placed by the County in the Debt Service Fund (defined herein) created by the Resolution, which is segregated and held by the County and which is designated for the payment of the Bonds and interest thereon when due, and for no other purpose. Pursuant to the Resolution, the District has pledged funds on deposit in the Debt Service Fund to the payment of the Bonds. Although the County is obligated to levy *ad valorem* property taxes for the payment of the Bonds, and the County will maintain the Debt Service Fund, the Bonds are not a debt of the County.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same becomes due and payable, will be transferred by the County to the Paying Agent. The Paying Agent will in turn remit the funds to DTC for remittance of such principal and interest to its Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

The rate of the annual *ad valorem* property taxes levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District's control, such as general market decline in land values, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, drought, fire, wildfire, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see

“CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” and “TAX BASE FOR REPAYMENT OF BONDS” herein.

### **Statutory Lien**

Pursuant to Government Code Section 53515, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

This statutory lien secures all bonds of the District, including the Bonds, issued after January 1, 2016 and payable, as to both principal and interest, from the proceeds of *ad valorem* property taxes that may be levied pursuant to paragraphs (2) and (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution. However, the statutory lien provision does not specify the relative priority of obligations so secured or a method of allocation in the event that the revenues received pursuant to the levy and collection of such *ad valorem* property taxes are insufficient to pay all amounts then due that are secured by the statutory lien.

### **General Provisions**

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee of DTC. Beneficial Owners will not receive certificates representing their interests in the Bonds, but will instead receive credit balances on the books of their respective nominees.

The Bonds will be issued as current interest bonds, such that interest thereon will accrue from the Date of Delivery, and be payable semiannually on each Bond Payment Date, commencing August 1, 2019. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month immediately preceding any Bond Payment Date to and including such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2019, in which event it shall bear interest from its date. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1, in the years and amounts set forth on the inside cover page hereof.

Payment of interest on any Bond on any Bond Payment Date will be made to the person appearing on the registration books of the Paying Agent as the registered Owner thereof as of the 15<sup>th</sup> day of the month immediately preceding such Bond Payment Date (the “Record Date”), such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of and redemption premiums, if any, payable on the Bonds shall be payable upon maturity upon surrender at the principal office of the Paying Agent. The principal of, and interest, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. So long as the Bonds are held in the book-entry system of DTC, all payments of principal of and interest on the Bonds will be made by the Paying Agent to Cede & Co. (as a nominee of DTC), as the registered owner of the Bonds.

## **Application and Investment of Bond Proceeds**

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance associated with the Bonds.

The net proceeds from the sale of the Bonds will be paid to the County to the credit of the building fund created by the Resolution (the "Building Fund"). Any interest earnings on moneys held in the Building Fund shall be retained therein. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued, upon written notice from the District, will be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Bonds.

Any premium received by the District from the sale of the Bonds, and *ad valorem* property tax proceeds for the payment of the Bonds, will be kept separate and apart in the debt service fund created by the Resolution (the "Debt Service Fund") and used only for payment of principal of and interest on the Bonds, and for no other purpose. Any interest earnings on moneys held in the Debt Service Funds shall be retained therein. If, after the Bonds has been redeemed or paid and otherwise cancelled, there are moneys remaining in the respective Debt Service Fund, said moneys shall be transferred to the general fund of the District as provided and permitted by law

Moneys in the Debt Service Fund and the Building Fund are expected to be invested through the County's pooled investment fund. See "APPENDIX F – LOS ANGELES COUNTY INVESTMENT POOL" attached hereto.

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## Annual Debt Service

The following table summarizes the debt service requirements of the District for the Bonds (assuming no optional redemptions):

<u>Year Ending (August 1)</u>	<u>Annual Principal Payment</u>	<u>Annual Interest Payment<sup>(1)</sup></u>	<u>Total Annual Debt Service Payment</u>
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<sup>(1)</sup> Interest payments on the Bonds will be made semiannually on February 1 and August 1 of each year, commencing August 1, 2019.

See “CERRITOS COMMUNITY COLLEGE DISTRICT – District Debt Structure – General Obligation Bonds” herein for a schedule of the total annual debt service requirements for all of the District’s outstanding general obligation bonds.

## Redemption

***Optional Redemption***\*. The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, without premium, together with interest accrued thereon to the date of redemption.

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\* Preliminary, subject to change.

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

<b>Redemption Date</b> <b>(August 1)</b>	<b><u>Principal Amount</u></b>
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<sup>(1)</sup> Maturity.

In the event that portions of the Term Bonds shown above are optionally redeemed prior to their respective maturity dates, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed.

***Selection of Bonds for Redemption.*** Whenever provision is made for the redemption of Bonds and less than all Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in a principal amount of \$5,000, or any integral multiple thereof.

***Redemption Notice.*** When redemption is authorized or required pursuant to the Resolution, the Paying Agent, upon written instruction from the District, will give notice (a “Redemption Notice”) of the redemption of the Bonds. Each Redemption Notice will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

The Paying Agent will take the following actions with respect to each such Redemption Notice: (a) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register; (b) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, telephonically confirmed facsimile transmission, or overnight delivery service, to the Securities Depository; (c) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, or overnight delivery service, to one of the Information

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\* Preliminary, subject to change.

Services; and (d) a Redemption Note will be provided to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

“Information Services” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

“Securities Depository” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided in the Resolution will be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given will affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds will bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

***Payment of Redeemed Bonds.*** When a Redemption Notice has been given substantially as described above, and, when the amount necessary for the redemption of the Bonds called for redemption (principal, interest, and premium, if any) is irrevocably set aside in trust for that purpose, as described in “—Defeasance,” the Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the Redemption Notice, said Bonds will be redeemed and paid at the redemption price out of such funds. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

***Partial Redemption of Bonds.*** Upon the surrender of any Bond redeemed in part only, the Paying Agent will execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Redemption Notice.*** If on the applicable designated redemption date, money for the redemption of the Bonds to be redeemed, together with interest to such redemption date, is held by an independent escrow agent selected by the District so as to be available therefor on such redemption date as described in “—Defeasance,” and if a Redemption Notice thereof will have been given substantially as described above, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

***Rescission of Redemption Notice.*** With respect to any Redemption Notice in connection with the optional redemption of Bonds (or portions thereof) as described above, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased as described in “—Defeasance,” such Redemption Notice will state that such redemption will be conditional upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said Redemption Notice will be of no force and effect, no portion of the Bonds will be subject to redemption on such date and such Bonds will not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption will not be made and the Paying Agent will within a reasonable time thereafter (but in no event later than the date

originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District will have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent will distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

***Bonds No Longer Outstanding.*** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, then such Bonds will no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

### **Discontinuation of Book-Entry Only System; Registration, Payment and Transfer of Bonds**

So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of such Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register, exchange or transfer or cause to be registered, exchanged or transferred, on said books, Bonds as provided in the Resolution.

*In the event that the book-entry only system as described herein is no longer used with respect to the Bonds, the following provisions will govern the registration, transfer, and exchange of the Bonds.*

The principal of the Bonds and any premium and interest upon the redemption thereof prior to maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the principal office of the Paying Agent. Payment of interest on any Bond on any Bond Payment Date will be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of like tenor, maturity and principal amount upon presentation and surrender at the principal trust office of the Paying Agent, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

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

## Defeasance

All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any), at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash and any amounts transferred from the Debt Service Fund, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such Bonds shall cease and terminate, except only the obligation of such escrow agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of such Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by Moody’s Investors Service (“Moody’s”) or S&P Global Ratings (“S&P”).

## **ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds of the Bonds are expected to be applied as follows:

### **Sources of Funds**

Principal Amount of Bonds  
[Net] Original Issue Premium  
Total Sources

### **Uses of Funds**

Building Fund  
Debt Service Fund  
Costs of Issuance <sup>(1)</sup>  
Total Uses

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<sup>(1)</sup> Reflects all initial costs of issuance, including but not limited to, the underwriting discount, legal and municipal advisory fees, printing expenses, demographics, filing fees and the costs and fees of the Paying Agent.

## TAX BASE FOR REPAYMENT OF BONDS

*The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem property taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.*

### **Ad Valorem Property Taxation**

District property taxes are assessed and collected by the County at the same time and on the same rolls as special district property taxes. Assessed valuations are the same for both District and County taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. The County levies and collects all property taxes for property falling within the County's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently enrolled in August. Property taxes on the secured roll are payable in two installments, due November 1 and February 1 of the calendar year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent installment plus any additional amount determined by the Treasurer. After the second installment of taxes on the secured roll is delinquent, the tax collector shall collect a cost of \$10 for preparing the delinquent tax records and giving notice of delinquency. Property on the secured roll with delinquent taxes is declared tax-defaulted on July 1 of the calendar year. Such property may thereafter be redeemed, until the right of redemption is terminated, by payment of the delinquent taxes and the delinquency penalty, plus a \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent if they are not paid by August 31 and are thereafter subject to a delinquent penalty of 10%. Taxes added to the unsecured tax roll after July 31, if unpaid are delinquent and subject to a penalty of 10% on the last day of the month succeeding the month of enrollment. In the case of unsecured property taxes, an additional penalty of 1.5% per month begins to accrue when such taxes remain unpaid on the last day of the second month after the 10% penalty attaches. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. See also "— Secured Tax Charges and Delinquencies" herein

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from ad valorem property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) is allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies, including community college districts, share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

### Assessed Valuations

The following represents the 10-year history of assessed valuations in the District, as of the date the equalized assessment tax roll is established in August of each year.

**ASSESSED VALUATIONS**  
**Fiscal Years 2009-10 through 2018-19**  
**Cerritos Community College District**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2009-10	\$33,656,319,921	\$7,131,220	\$2,144,626,941	\$35,808,078,082	--
2010-11	33,445,340,169	7,130,890	1,474,919,116	34,927,390,175	(2.46)
2011-12	34,085,647,852	6,570,158	1,477,728,807	35,569,946,817	1.84
2012-13	34,805,214,018	6,570,158	1,516,132,620	36,327,916,796	2.13
2013-14	36,014,484,505	6,570,158	1,495,632,142	37,516,686,805	3.27
2014-15	37,591,590,637	6,570,158	1,596,966,414	39,195,127,209	4.47
2015-16	39,206,780,534	6,570,158	1,652,067,280	40,865,417,972	4.26
2016-17	42,227,941,538	6,570,158	1,740,613,827	42,975,125,523	5.16
2017-18	43,561,146,997	9,543,106	1,759,231,847	45,329,918,950	5.48
2018-19	45,974,664,082	9,549,205	1,704,387,099	47,688,600,386	5.20

*Source: California Municipal Statistics, Inc.*

Economic and other factors beyond the District’s control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire, wildfire, flood, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “THE BONDS – Security and Sources of Payment” herein.

**Appeals and Adjustments of Assessed Valuations.** Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization (“SBE”), with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back



to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” herein.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or in the future will not significantly reduce the assessed valuation of property within the District.

**Assembly Bill 102.** On June 27, 2017, the Governor signed into law Assembly Bill 102 (“AB 102”). AB 102 restructures the functions of the SBE and creates two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration will take over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE will continue to perform the duties assigned by the State Constitution related to property taxes, however, beginning January 1, 2018, the SBE will only hear appeals related to the programs that it constitutionally administers and the Office of Tax Appeals will hear appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers, and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

**Assessed Valuation by Jurisdiction.** The following table shows an analysis of the distribution of taxable property in the District by jurisdiction, in terms of its fiscal year 2018-19 assessed valuation.

**ASSESSED VALUATION BY JURISDICTION<sup>(1)</sup>**

**Fiscal Year 2018-19**

**Cerritos Community College District**

<b><u>Jurisdiction:</u></b>	<b><u>Assessed Valuation in District</u></b>	<b><u>% of District</u></b>	<b><u>Assessed Valuation of Jurisdiction</u></b>	<b><u>% of Jurisdiction in District</u></b>
City of Artesia	\$1,711,408,452	3.59%	\$1,711,408,452	100.00%
City of Bell Gardens	30,999,483	0.07	\$1,805,948,793	1.72%
City of Bellflower	5,043,965,168	10.58	\$5,511,201,130	91.52%
City of Cerritos	9,637,201,915	20.21	\$9,637,201,915	100.00%
City of Downey	11,452,445,457	24.02	\$11,764,870,372	97.34%
City of Hawaiian Gardens	906,225,457	1.90	\$906,520,774	99.97%
City of La Mirada	6,215,634,673	13.03	\$6,690,574,916	92.90%
City of Lakewood	3,431,782,071	7.20	\$9,655,308,714	35.54%
City of Long Beach	170,082,239	0.36	\$57,611,235,602	0.30%
City of Norwalk	6,172,637,661	12.94	\$7,708,902,736	80.07%
City of Paramount	2,546,613	0.01	\$3,999,245,043	0.06%
City of Santa Fe Springs	2,195,614,421	4.60	\$7,851,781,183	27.96%
City of South Gate	549,910,605	1.15	\$5,898,927,399	9.32%
Unincorporated Los Angeles County	<u>168,146,171</u>	<u>0.35</u>	\$107,666,068,683	0.16%
Total District	\$47,688,600,386	100.00%		
Los Angeles County	\$47,688,600,386	100.00%	\$1,518,401,584,349	3.14%

<sup>(1)</sup> Before deduction of redevelopment incremental valuation.

Source: California Municipal Statistics, Inc.

**Assessed Valuation by Land Use.** The following table shows the distribution of taxable property within the District by principal use, as measured by assessed valuation and parcels in fiscal year 2018-19.

**ASSESSED VALUATION AND PARCELS BY LAND USE  
Fiscal Year 2018-19  
Cerritos Community College District**

	<b>2018-19 Assessed Valuation<sup>(1)</sup></b>	<b>% of Total</b>	<b>No. of Parcels</b>	<b>% of Total</b>
<b><u>Non-Residential:</u></b>				
Commercial	\$5,625,529,712	12.24%	3,038	2.95%
Vacant Commercial	78,238,771	0.17	247	0.24
Industrial	5,171,781,904	11.25	1,563	1.52
Vacant Industrial	89,999,545	0.20	252	0.24
Recreational	271,933,492	0.59	62	0.06
Government/Social/Institutional	372,733,352	0.81	1,010	0.98
Miscellaneous	<u>13,235,663</u>	<u>0.03</u>	<u>49</u>	<u>0.05</u>
Subtotal Non-Residential	\$11,623,452,439	25.28%	6,221	6.04%
<b><u>Residential:</u></b>				
Single Family Residence	\$27,792,282,559	60.45%	81,891	79.54%
Condominium/Townhouse	1,750,370,936	3.81	6,839	6.64
Mobile Home	25,956,438	0.06	989	0.96
Mobile Home Park	73,941,339	0.16	50	0.05
2-4 Residential Units	1,499,951,525	3.26	3,538	3.44
5+ Residential Units/Apartments	2,974,957,663	6.47	1,625	1.58
Vacant Residential	<u>233,751,183</u>	<u>0.51</u>	<u>1801</u>	<u>1.75</u>
Subtotal Residential	\$34,351,211,643	74.72%	96,733	93.96%
<b>Total</b>	\$45,974,664,082	100.00%	102,954	100.00%

<sup>(1)</sup> Local secured assessed valuation; excluding tax-exempt property.  
Source: California Municipal Statistics, Inc.

**Assessed Valuation of Single Family Homes.** The following table shows the distribution of single family homes within the District among various fiscal year 2018-19 assessed valuation ranges, as well as the average and median assessed valuation of single family homes within the District.

**ASSESSED VALUATION OF SINGLE FAMILY HOMES  
Fiscal Year 2018-19  
Cerritos Community College District**

Single Family Residential	<u>No. of Parcels</u>	<u>2018-19 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
	81,891	\$27,792,282,559	\$339,381	\$318,058

<u>2018-19 Assessed Valuation</u>	<u>No. of Parcels<sup>(1)</sup></u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$49,999	1,769	2.160%	2.160%	\$61,620,426	0.222%	0.222%
50,000 - 99,999	8,535	10.422	12.583	639,626,232	2.301	2.523
100,000 - 149,999	4,958	6.054	18.637	614,834,222	2.212	4.735
150,000 - 199,999	5,456	6.663	25.299	960,855,533	3.457	8.193
200,000 - 249,999	8,445	10.312	35.612	1,914,742,359	6.889	15.082
250,000 - 299,999	8,731	10.662	46.274	2,397,756,201	8.627	23.710
300,000 - 349,999	8,080	9.867	56.140	2,620,972,679	9.431	33.140
350,000 - 399,999	7,651	9.343	65.483	2,866,864,371	10.315	43.455
400,000 - 449,999	6,836	8.348	73.831	2,904,582,720	10.451	53.907
450,000 - 499,999	6,241	7.621	81.452	2,958,820,542	10.646	64.553
500,000 - 549,999	4,288	5.236	86.688	2,244,696,082	8.077	72.629
550,000 - 599,999	3,220	3.932	90.620	1,844,388,879	6.636	79.266
600,000 - 649,999	2,168	2.647	93.268	1,352,762,707	4.867	84.133
650,000 - 699,999	1,752	2.139	95.407	1,180,006,490	4.246	88.379
700,000 - 749,999	1,164	1.421	96.829	842,038,073	3.030	91.409
750,000 - 799,999	793	0.968	97.797	613,445,518	2.207	93.616
800,000 - 849,999	577	0.705	98.502	475,537,231	1.711	95.327
850,000 - 899,999	347	0.424	98.925	303,264,123	1.091	96.418
900,000 - 949,999	218	0.266	99.192	201,201,875	0.724	97.142
950,000 - 999,999	153	0.187	99.378	148,949,961	0.536	97.678
1,000,000 and greater	509	0.622	100.000	645,316,335	2.322	100.000
Total	81,891	100.000%		\$27,792,282,559	100.000%	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Alternative Method of Tax Apportionment - “Teeter Plan”**

Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. **The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore subject to delinquencies.**

The District participates in the California Statewide Delinquent Tax Finance Authority (“CSDTFA”). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the Government Code of the State of California. The District anticipates that CSDTFA will from time to time purchase delinquent *ad valorem* property tax receivables from the District. For the most recent fiscal year for which CSDTFA purchased delinquencies (the 2016-17 fiscal year), such delinquencies were purchased from the District at a purchase price equal to 110% thereof. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. CSDTFA does not currently purchase *ad valorem* property tax

receivables related to the payment of general obligation bonds of the District. Thus, the District's participation in CSDTFA's program does not ensure that the District will receive the timely payment of *ad valorem* property taxes levied to secure the Bonds. See also "—Ad Valorem Property Taxation" herein.

**Secured Tax Charges and Delinquencies**

Information regarding annual secured tax levies within the District for fiscal years 2008-09 through 2017-18, and amounts delinquent as of June 30, are shown below.

**SECURED TAX CHARGES AND DELINQUENCIES  
Fiscal Years 2008-09 through 2017-18  
Cerritos Community College District**

<u>Fiscal Year</u>	<u>Secured Tax Charge<sup>(1)</sup></u>	<u>Amt. Del. June 30</u>	<u>% Del. June 30</u>
2008-09	\$8,911,113.22	\$416,940.68	4.68%
2009-10	8,727,805.05	299,101.08	3.43
2010-11	8,552,167.50	204,941.60	2.40
2011-12	8,747,024.99	182,262.08	2.08
2012-13	8,980,166.13	161,238.87	1.80
2013-14	9,296,854.81	136,954.22	1.47
2014-15	9,745,592.63	140,311.43	1.44
2015-16	10,188,403.42	144,486.58	1.42
2016-17	10,696,456.16	127,046.44	1.19
2017-18	11,360,955.79	141,150.78	1.24

<u>Fiscal Year</u>	<u>Secured Tax Charge<sup>(2)</sup></u>	<u>Amt. Del. June 30</u>	<u>% Del. June 30</u>
2008-09	\$3,423,227.03	\$162,700.38	4.75%
2009-10	6,155,721.68	192,477.15	3.13
2010-11	8,829,149.06	179,392.22	2.03
2011-12	6,002,407.92	110,663.95	1.84
2012-13	8,968,699.40	169,679.58	1.89
2013-14	8,938,996.32	116,283.15	1.30
2014-15	17,928,864.47	230,312.50	1.28
2015-16	18,864,528.44	224,899.63	1.19
2016-17	19,305,691.75	191,836.40	0.99
2017-18	18,969,548.44	180,808.21	0.95

<sup>(1)</sup> 1% General Fund apportionment. Excludes redevelopment agency impounds. Reflects countywide delinquency rate.

<sup>(2)</sup> Bond debt service levy only

Source: California Municipal Statistics, Inc.

## Principal Taxpayers

The more property (by assessed value) which is owned by a single taxpayer within the District, the greater amount of tax collections that are exposed to weaknesses in such a taxpayer's financial situation and ability or willingness to pay property taxes. The following table lists the 20 largest local secured taxpayers in the District in terms of their fiscal year 2018-19 secured assessed valuations. Each taxpayer listed below is a name listed on the tax rolls. The District cannot make any representation as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

### LARGEST 2018-19 LOCAL SECURED TAXPAYERS Cerritos Community College District

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2018-19 Assessed Valuation</u>	<u>% of Total<sup>(1)</sup></u>
1.	The Macerich Company	Shopping Center/Mall	\$407,890,803	0.89%
2.	Golden Springs Development	Industrial	299,319,615	0.65
3.	Icon Owner Pool 1 LA	Industrial	195,964,855	0.43
4.	PCCP IRG Downey LLC	Shopping Center	138,757,010	0.30
5.	Cerritos Office Center	Office Building	134,599,821	0.29
6.	GLC SFS II LLC	Industrial	126,646,304	0.28
7.	Duke Realty LP	Industrial	122,884,905	0.27
8.	Teachers Insurance and Annuity Association	Industrial	108,376,718	0.24
9.	Cerritos Towne Center LLC, Lessee	Shopping Center	106,787,832	0.23
10.	PRC Multi Family LLC	Apartments	91,379,846	0.20
11.	TPG Cerritos Acquisition LLC	Apartments	88,836,738	0.19
12.	Cerritos Corporate Center Property owner LLC	Office Building	84,573,565	0.18
13.	Downey Landing LLC	Shopping Center	79,800,544	0.17
14.	Cerritos Gardens General Hospital Co.	Hospital	79,619,703	0.17
15.	Cerritos Retail Centercal LLC	Shopping Center	74,706,007	0.16
16.	Norwalk MM LLC	Office Building	72,683,357	0.16
17.	Hoag Foundation	Apartments	52,887,798	0.12
18.	SBMC Cerritos LLC	Industrial	52,785,000	0.11
19.	Freeway Springs LLC	Industrial	52,258,361	0.11
20.	Lone Oak Downey LLC	Industrial	<u>51,620,000</u>	<u>0.11</u>
			\$2,422,378,782	5.27%

<sup>(1)</sup> 2018-19 Local Secured Assessed Valuation: \$45,974,664,082.  
Source: California Municipal Statistics, Inc.

## Tax Rates

The table below demonstrates the total *ad valorem* property tax rates levied by all taxing entities, as a percentage of assessed valuation, in typical tax rate area (“TRA”) of the District during the five-year period from 2014-15 through 2018-19.

**TYPICAL TAX RATES - TRA 3304**  
**Fiscal Years 2014-15 through 2018-19**  
**Cerritos Community College District**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19<sup>(1)</sup></u>
General	1.000000%	1.000000%	1.000000%	1.000000%	1.000000%
Cerritos Community College District	.048092	.048285	.046976	.043705	.044462
Downey Unified School District	.065493	.114732	.114732	.105383	.101126
Metropolitan Water District	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>
Total	1.117085%	1.165208%	1.165208%	1.152588%	1.149088%

<sup>(1)</sup> 2018-19 assessed valuation of TRA 3304 is \$2,601,586,559, which represents 5.46% of the District’s total assessed valuation.  
*Source: California Municipal Statistics, Inc.*

## Statement of Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. effective as of April 5, 2019 for debt outstanding as of April 1, 2019. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The table shows the percentage of each overlapping entity’s assessed value located within the boundaries of the District. The table also shows the corresponding portion of the overlapping entity’s existing debt payable from property taxes levied within the District. The total amount of debt for each overlapping entity is not given in the table.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT  
Cerritos Community College District**

**2018-19 Assessed Valuation:** \$47,688,600,386

<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>	<b><u>% Applicable</u></b>	<b><u>Debt 4/1/19</u></b>
Metropolitan Water District	1.635%	\$785,618
<b>Cerritos Community College District</b>	<b>100.000</b>	<b>313,451,990</b> <sup>(1)</sup>
ABC Unified School District	100.000	26,476,267
Bellflower Unified School District	100.000	76,275,000
Downey Unified School District	98.864	202,701,112
Norwalk-La Mirada Unified School District	100.000	177,428,832
Los Angeles County Regional Park and Open Space Assessment District	3.141	<u>427,804</u>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$797,546,623</b>
<b><u>OVERLAPPING GENERAL FUND DEBT:</u></b>		
Los Angeles County General Fund Obligations	3.141%	\$67,905,801
Los Angeles County Superintendent of Schools Certificates of Participation	3.141	183,053
Bellflower Unified School District Certificates of Participation	100.000	13,320,000
Norwalk-La Mirada Unified School District Certificates of Participation	100.000	2,770,165
City of Downey General and Pension Fund Obligation Bonds	97.344	63,312,538
City of Norwalk General Fund Obligations	80.072	12,296,663
Other City General Fund Obligations	Various	26,080,314
Los Angeles County Sanitation District No. 2 Authority	32.912	2,844,788
Los Angeles County Sanitation District No. 3 Authority	3.567	234,273
Los Angeles County Sanitation District No. 18 Authority	37.553	1,814,659
Los Angeles County Sanitation District No. 19 Authority	72.081	<u>1,122,209</u>
<b>TOTAL GROSS OVERLAPPING GENERAL FUND DEBT</b>		<b>\$191,884,463</b>
<b><u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u></b>		<b>\$221,760,928</b>
<b>COMBINED TOTAL DEBT</b>		<b>\$1,211,192,014</b> <sup>(2)</sup>

**Ratios to 2018-19 Assessed Valuation:**

<b>Direct Debt (\$313,451,990)</b> .....	<b>0.66%</b>
Total Direct and Overlapping Tax and Assessment Debt.....	1.67%
Combined Total Debt .....	2.54%

**Ratio to Redevelopment Incremental Valuation (\$10,872,854,175):**

Total Overlapping Tax Increment Debt.....	2.04%
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<sup>(1)</sup> Excludes the Bonds described herein.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.



## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

*The principal of and interest on the Bonds are payable from the proceeds of an ad valorem property tax levied by the County for the payment thereof. See “THE BONDS – Security and Sources of Payment” Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### **Article XIII A of the California Constitution**

Article XIII A (“Article XIII A”) of the State Constitution limits the amount of *ad valorem* property taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the adjusted base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b), as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by fifty-five percent or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any state taxes for the purpose of increasing tax revenues.

## **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the relevant county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the State Supreme Court have upheld the general validity of Article XIII A.

## **Proposition 50 and Proposition 171**

On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five years after the disaster. At the time of such transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the assessor can only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a

site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement property is acquired or constructed within one year of the destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two years of the destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three years of the destruction.

### **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the SBE as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s financing formula for community college districts. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues” herein.

### **Article XIII B of the California Constitution**

Article XIII B (“Article XIII B”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, community college district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

- (a) “change in the cost of living” with respect to school districts and community college districts to mean the percentage change in State per capita income from the preceding year, and
- (b) “change in population” with respect to a school district or community college district to mean the percentage change in the average daily attendance of such school district or community college district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from

(a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the State Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “– Propositions 98 and 111” below.

### **Article XIII C and Article XIII D of the California Constitution**

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the State Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including community college districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the State Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the State Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the State Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

## **Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

## **Propositions 98 and 111**

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act were modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changed State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of State general fund revenues as the percentage appropriated to such districts in the 1986-87 fiscal year, and (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the State Legislature to suspend this formula for a one-year period.

The Accountability Act also changed how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount are, instead of being returned to taxpayers, transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year is automatically increased by the amount of such transfer. These additional moneys enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which can be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the State Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State’s budgets in a different way than is proposed in the State budget.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the “Traffic Congestion Relief and Spending Limitation Act of 1990” (“Proposition 111”) which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in State per capita personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit: (i) all appropriations for “qualified capital outlay projects” as defined by the State Legislature, and (ii) any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the State Legislature and the Governor, which was expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (“Test 1”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (“Test 2”). Under Proposition 111, schools will receive the greater of (1) Test 1, (2) Test 2, or (3) a third test (“Test 3”), which will replace Test 2 in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in State per capita personal income. Under Test 3, schools will receive the amount appropriated in the prior year adjusted for change in

enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

### **Proposition 39**

On November 7, 2000, State voters approved an amendment (commonly known as “Proposition 39”) to the State Constitution. This amendment (1) allows school facilities bond measures to be approved by fifty-five percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current one percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, and county offices of education. As noted above, the State Constitution previously limited property taxes to one percent of the value of property, such that property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The fifty-five percent vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the governing board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the governing board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school facilities bonds to be approved by fifty-five percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State Legislature and approval by the Governor.

### **Proposition 1A and Proposition 22**

On November 2, 2004, State voters approved Proposition 1A, which amends the State constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. The State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully

reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was projected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, was projected to be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

### **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The California Children's Education and Health Care Protection Act of 2016 (also known as "Proposition 55") is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030. Proposition 55 did not extend the temporary State Sales and Use Tax rate increase enacted under Proposition 30, which expired as of January 1, 2017.

The revenues generated from the personal income tax increases will be included in the calculation of the Proposition 98 Minimum Funding Guarantee (defined herein) for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Propositions 98 and 111" herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys



received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

### **Jarvis v. Connell**

On May 29, 2002, the State Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the State Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the State Supreme Court upheld the holding of the Court of Appeal, stating that the State Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the State Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Proposition 2**

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as "Proposition 2"). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State's Budget Stabilization Account (the "BSA") established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the "Annual BSA Transfer"). Supplemental transfers to the BSA (a "Supplemental BSA Transfer") are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15-year period ending with the 2029-30 fiscal year, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the State Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the State Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers to the BSA, nor does the State Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would otherwise be paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for enrollment growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for enrollment growth and cost of living.

### **Proposition 51**

The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds for the new construction and modernization of K-14 facilities.

***K-12 School Facilities.*** Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

**Community College Facilities.** Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State Legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and Legislature will select among eligible projects as part of the annual state budget process.

The District makes no guarantees that it will either pursue or qualify for Proposition 51 state facilities funding.

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the State Constitution and Propositions 22, 26, 30, 39, 98, 55 and 51 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## **FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA**

*The information in this section concerning State funding of community colleges is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from State revenues. The Bonds are solely payable from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.*

### **Major Revenues**

**General.** California community college districts (other than Basic Aid districts, as described below) receive a majority of their funding from the State, and the balance from local and federal sources. State funds include general apportionment, categorical funds, capital construction, lottery funds, and other minor sources. Every community college district receives the same amount of State lottery funds on a per-student basis (which is generally less than 3%), although lottery funds are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery requires the funds to be used for instructional purposes, and prohibits their use for capital purposes.

The major local revenue source is local property taxes that are collected from within district boundaries, with student enrollment fees accounting for the most of the remainder. A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations, educational foundation contributions and sales or leases of property.

The sum of property taxes, student enrollment fees, and State aid comprise a district's revenue limit. State funding is generally subject to the appropriation of funds in the State's annual budget. Thus, decreases in State revenues may affect appropriations made by the State Legislature to community college districts.

"Basic Aid" community college districts (also referred to "community supported" districts) are those districts whose local property taxes, student enrollment fee collections, and Education Protection Account funds exceed the revenue allocation determined by the current State funding model. See also

“CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 55” herein. Thus, Basic Aid districts do not receive any general apportionment funding from the State. The current law in the State allows these districts to keep the excess funds without penalty. The implication for Basic Aid districts is that the legislatively determined annual COLAs and other politically determined factors are less significant in determining such districts primary funding sources. Rather, property tax growth and the local economy become the determining factors. The District is not a basic aid district.

***Enrollment Based Funding.*** California community college districts apportionments were previously funded pursuant to a system established by Senate Bill 361 (“SB 361”). SB 361 provided for a basic allocation (a “Basic Allocation”) based on the number of colleges, state-approved education centers and total enrollment, together with funding based on per-student rates for credit FTES, non-credit FTES and career development and college preparation (“CDCP”) non-credit FTES.

SB 361 specified that, commencing with the 2006-07 fiscal year the minimum funding per FTES would be: (a) not less than \$4,367 per credit FTES; (b) at a uniform rate of \$2,626 per non-credit FTES; and (c) \$3,092 per CDCP FTES. Although CDCP FTES were initially funded at a lower rate than credit FTES, subsequent legislation effective as of the 2015-16 fiscal year set the minimum funding for CDCP FTES at the same level as credit FTES. Each such minimum funding rate was subject to cost of living adjustments (each, a “COLA”), if any, funded through the State budgeting legislation in each fiscal year.

One unit of FTES is equivalent to 525 student contact hours, which is determined based on a State formula of one student multiplied by 15 weekly contact hours multiplied by 35 weeks. Accordingly, the number of FTES in the District may not equal the number of students enrolled in the District.

In each fiscal year, the State budget established an enrollment cap on the maximum number of resident FTES, known as the “funded” FTES, for which a community college district would receive a revenue allocation. A district’s enrollment cap was based on the previous fiscal year’s reported FTES, plus the growth allowance provided for by the State budget, if any. All student hours in excess of the enrollment cap were considered “unfunded” FTES. Nonresident and international students are excluded from the State funding formula and pay full tuition.

***Student Centered Funding Formula.*** Assembly Bill 1809 (“AB 1809”), the higher education trailer bill passed as part of the State budget for fiscal year 2018-19, referred to as the “Student Centered Funding Formula,” (the “SCFF”). The SCFF includes three components: (1) a base allocation (the “Base Allocation”) driven primarily by enrollment, (2) a supplemental allocation (the “Supplemental Allocation”) based on the number of certain types of low-income students, and (3) a student success allocation (the “Student Success Allocation”) that is calculated using various performance-based metrics.

The SCFF includes several provisions to provide districts greater financial stability in transitioning to the new formula: (i) for fiscal years 2018-19 through 2020-21, community college districts will receive no less in total apportionment funding than they received in 2017-18, adjusted for COLAs; (ii) for fiscal year 2021-22 and onward, districts will receive no less in apportionment funding per-student than they received in fiscal year 2017-18; and (iii) beginning in fiscal year 2018-19, districts will receive the greater of the amount calculated by the SCFF for the current or prior year (excluding amounts districts receive pursuant to the provision summarized in (i) above.)

**Base Allocation.** The Base Allocation is composed of (1) the Basic Allocation, determined consistent with the prior funding formula (see “—Enrollment Based Funding”), and (2) funding for credit, non-credit and CDCP FTES. The Base Allocation is expected to constitute approximately 70% of

Statewide funding for community college district in fiscal year 2018-19, 65% in fiscal year 2019-20 and 60% in fiscal years 2020-21 and onward.

The SCFF provides minimum funding levels for credit FTES for the first three fiscal years, as follows: (i) \$3,727 for fiscal year 2018-19, (ii) \$3,387 for fiscal year 2019-20, adjusted for COLAs and other base adjustments, and (iii) \$3,046 for fiscal year 2020-21, adjusted for COLAs and other base adjustments in both the then-current and prior fiscal year. Notwithstanding the foregoing, the SCFF provides higher credit FTES funding rates for certain districts, which do not include the District, that were entitled to higher funding rates under the prior funding formula. Beginning in fiscal year 2021-22, the provision of COLAs and other adjustments will be subject to appropriation therefor in the annual State budget. Total funding for credit FTES will be based on a rolling three-year average of the funded credit FTES from the current fiscal year and the two immediately preceding fiscal years.

Funding levels for non-credit and CDCP FTES are determined consistent with the prior funding formula. See “—Enrollment Based Funding” herein. Total funding for these categories will be based on actual non-credit and CDCP FTES for the most recent fiscal year.

The table on the next page shows the District’s resident FTES figures for the last nine fiscal years, along with projected FTES for the current fiscal year.

**FULL TIME EQUIVALENT STUDENTS  
Fiscal Years 2009-10 through 2018-19  
Cerritos Community College District**

<u>Fiscal Year</u>	<u>Funded FTES</u>	<u>Unfunded FTES<sup>(2)</sup></u>	<u>Total FTES</u>
2009-10	16,703	1,373	18,076
2010-11	17,097	461	17,558
2011-12	15,760	1,432	17,192
2012-13	16,027	--	16,027
2013-14	16,435	429	16,864
2014-15	17,241	549	17,790
2015-16	17,741	--	17,741
2016-17 <sup>(1)</sup>	17,741	--	17,741
2017-18	16,777	--	16,777
2018-19 <sup>(2)</sup>	16,000	--	16,000

<sup>(1)</sup> Reflects the receipt of “stability” funding. Under California Code Regulations Section 58776, during the initial year of a decline in FTES, community college districts are eligible to receive “stability” funding, in an amount equal to the revenue loss associated with a decline in FTES for that year. Stability funding is available for a one year period. If FTES are not restored to the pre-decline level within a period of two years following the initial decline, a community college district that has received stability funding is subject to a permanent reduction of its funded FTES and an attendant decline in operating revenue.

<sup>(2)</sup> Projected.

Source: Cerritos Community College District.

Supplemental Allocation. The Supplemental Allocation, accounting for approximately 20% of Statewide funding, will be distributed to districts based on their headcounts of students that qualify for Federal Pell Grants, California College Promise Grants or student fee waivers under California Education Code 76300. The SCFF provides \$919 per qualifying student for fiscal year 2018-19. Beginning in fiscal year 2019-20, the provision of COLAs and other adjustments to this amount will be subject to appropriation therefor in the annual State budget. Headcounts are not unduplicated, such that districts will receive twice as much supplemental funding for a student that falls into more than one of the aforementioned categories.

Student Success Allocation. The Student Success Allocation will be distributed to districts based on their performance in a various student outcome metrics, including obtaining various degrees and certificates, completing transfer-level math and English courses within a student’s first year, and having

students obtain a regional living wage within a year of completing community college. The Student Success Allocation is expected to account for 10% of statewide funding for community college districts in fiscal year 2018-19, 15% in fiscal year 2019-20 and 20% in fiscal years 2020-21 and onward. Each metric is assigned a point value, with some metrics are weighted more than others. A single student outcome with more points will generate more funding. Outcome metrics for students that qualify for Federal Pell Grants and California College Promise Grants are eligible for additional funding.

For fiscal year 2018-19, the SCFF provides a rate for all students of \$440 per point, and additional \$111 per point for Pell Grant and California College Promise Grant students. For fiscal year 2019-20, these rates increase to \$660 per point and \$167 per point, respectively, subject to COLAs and other base adjustments. For fiscal year 2020-21, the rates increase to \$880 per point and \$222 per point, respectively, subject to COLAs and other base adjustments.

## **Budget Procedures**

On or before September 15, the Board of Trustees of a community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor's Office of the California Community Colleges, submits to the Department of Finance ("DOF") proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals ("BCPs"), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by January 10 a proposed State budget is presented by the governor to the legislature. The Governor's Budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the statewide governing board of the California community colleges (the "Board of Governors") and the Chancellor's Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

The table below shows the District’s general fund budgets for fiscal years 2014-15 through 2018-19, the District’s ending results for fiscal years 2014-15 through 2017-18. See also “APPENDIX B – 2017-18 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT” herein.

**COMPARISON OF GENERAL FUND BUDGETS**  
**Fiscal Years 2014-15 through 2017-18**  
**Cerritos Community College District**

	Fiscal Year 2014-15		Fiscal Year 2015-16		Fiscal Year 2016-17		Fiscal Year 2017-18		Fiscal Year 2018-19
	<u>Budgeted<sup>(1)</sup></u>	<u>Ending<sup>(1)</sup></u>	<u>Budgeted<sup>(1)</sup></u>	<u>Ending<sup>(1)</sup></u>	<u>Budgeted<sup>(1)</sup></u>	<u>Ending<sup>(1)</sup></u>	<u>Budgeted<sup>(1)</sup></u>	<u>Ending<sup>(1)</sup></u>	<u>Budgeted<sup>(1)</sup></u>
<b>REVENUES:</b>									
Federal	\$4,100,012	\$4,068,005	\$3,821,330	\$3,343,563	\$2,526,869	\$2,315,947	\$2,504,943	\$2,419,890	\$2,519,940
State	81,904,406	86,182,201	108,034,968	102,569,457	94,551,058	92,786,406	88,864,183	85,082,706	106,439,245
Local	<u>19,932,815</u>	<u>20,299,234</u>	<u>18,638,791</u>	<u>28,777,824</u>	<u>24,215,772</u>	<u>32,729,754</u>	<u>33,751,351</u>	<u>38,522,493</u>	<u>34,506,500</u>
<b>TOTAL REVENUES</b>	105,937,233	110,549,440	130,495,089	134,690,844	121,293,699	127,832,107	125,120,477	126,025,089	143,465,685
<b>EXPENDITURES:</b>									
Academic Salaries	43,862,905	45,143,240	47,398,145	46,921,960	56,058,320	56,031,859	55,575,701	56,591,620	54,645,464
Classified Salaries	22,706,213	22,635,004	24,188,925	24,676,571	25,459,669	25,474,138	26,606,072	26,275,394	26,574,981
Employee Benefits	19,099,467	18,876,154	21,445,174	23,698,024	24,354,752	27,798,082	27,598,548	31,250,260	33,079,031
Books and Supplies	2,775,852	2,536,143	2,627,236	2,479,608	2,431,718	2,126,965	2,626,217	2,184,818	3,483,663
Services and Other Operating Expenditures	8,634,446	8,007,776	10,632,106	10,259,865	11,362,886	10,101,414	10,262,610	8,194,607	13,207,987
Capital Outlay	<u>3,777,870</u>	<u>3,705,583</u>	<u>4,647,428</u>	<u>3,941,481</u>	<u>4,476,548</u>	<u>3,084,066</u>	<u>4,678,720</u>	<u>2,999,514</u>	<u>5,777,516</u>
<b>TOTAL EXPENDITURES</b>	100,856,753	100,903,900	110,939,014	111,977,509	124,143,893	124,616,524	127,347,868	127,496,213	136,768,642
<b>EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES</b>	5,080,480	9,645,540	19,556,075	22,713,335	(2,850,194)	3,215,583	(2,227,391)	(1,471,124)	6,697,043
<b>OTHER FINANCING SOURCES/USES</b>	--	157,687	158,000	352,772	164,828	620,006	186,146	1,096,622	278,354
<b>OTHER OUTGO</b>	(3,704,539)	(1,014,330)	(19,373,554)	(17,355,362)	(708,949)	(1,397,309)	(1,106,502)	(2,463,725)	(1,835,580)
<b>NET CHANGE IN FUND BALANCE</b>	1,375,941	8,788,897	340,521	5,710,745	(3,394,315)	2,438,280	(3,147,747)	(2,838,227)	5,139,817
<b>BEGINNING FUND BALANCE</b>	<u>19,081,500</u>	<u>19,081,500</u>	<u>27,870,397</u>	<u>27,870,397</u>	<u>33,581,142</u>	<u>33,581,142</u>	<u>36,019,422</u>	<u>36,019,422</u>	<u>33,181,195</u>
<b>ENDING FUND BALANCE</b>	<u>\$20,457,441</u>	<u>\$27,870,397</u>	<u>\$28,210,918</u>	<u>\$33,581,142</u>	<u>\$30,186,827</u>	<u>\$36,019,422</u>	<u>\$32,871,675</u>	<u>\$33,181,195</u>	<u>\$38,321,012</u>

<sup>(1)</sup> Drawn from the District’s CCFS-311 Reports filed with the Chancellor’s Office. For audited statements of revenues, expenditures and changes in fund balances for the District’s governmental funds for fiscal years 2014-15 through 2017-18, see “CERRITOS COMMUNITY COLLEGE DISTRICT — Comparative Financial Statements” herein.

Source: Cerritos Community College District.

## **Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111**

**General.** In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added Test 3 to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual COLA for the minimum guarantee for annual K-14 funding would be the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

**Calculating Minimum Funding Guarantee.** There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is the 1989-90 fiscal year. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount under Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40%. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth and per-capita personal income COLA.

Test 3, established pursuant to Proposition 111, provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.



The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

## **State Assistance**

*California community college districts' principal funding formulas and revenue sources are derived from the budget of the State of California. The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, neither the District nor the Underwriter take any responsibility as to the accuracy or completeness of such publicly available information and has not independently verified such information.*

**2018-19 Budget.** On June 27, 2018, the Governor signed into law the State budget for fiscal year 2018-19 (the "2018-19 Budget"). The following information is drawn from the LAO's preliminary review of the 2018-19 Budget.

To protect against potential future economic recessions, the 2018-19 Budget fully funds the BSA with a total deposit of over \$4.4 billion, including a \$2.6 billion optional deposit in addition to the Constitutionally-required deposit, and adds two additional reserves to State law: the Safety Net Reserve Fund, intended to save money specifically for future expenditures of the CalWORKs and Medi-Cal programs; and the Budget Deficit Savings Account ("BDSA"), which for 2018-19 will temporarily hold the \$2.6 billion optional BSA deposit until May 2019. In May 2019, the optional BSA deposit amount will be adjusted as necessary to reflect updated estimates of revenues, at which point it will be transferred to the BSA. The projected ending balance in the BSA at the end of the 2018-19 fiscal year is expected to equal the BSA's current constitutional maximum of 10 percent of the estimated general fund revenues for fiscal year 2018-19.

For fiscal year 2017-18, the 2018-19 Budget projects total general fund revenues and transfers of \$129.8 billion and total expenditures of \$127.0 billion. The State is projected to end the 2017-18 fiscal year with total available general fund reserves of \$16.7 billion, including \$7.3 billion in the traditional general fund reserve and \$9.4 billion in the BSA. For fiscal year 2018-19, the 2018-19 Budget projects total general fund revenues and transfers of \$133.3 billion and authorizes expenditures of \$138.7 billion. The State is projected to end the 2018-19 fiscal year with total available general fund reserves of \$15.9 billion, including \$2.0 billion in the traditional general fund reserve, \$13.8 billion in the BSA and \$200 million in the Safety Net Reserve Fund. See also "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 2" herein.

With respect to education funding, the 2018-19 Budget revises the Proposition 98 minimum funding guarantees for both fiscal years 2016-17 and 2017-18, as a result of higher general fund revenues. The 2018-19 Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2016-17 at \$71.6 billion, an increase of \$252 million from the prior year. The 2018-19 Budget revises the minimum funding guarantee for fiscal year 2017-18 at \$75.6 billion, reflecting an increase of \$1.1 billion from the prior year. As part of the 2017-18 increase, the State is making an additional maintenance factor payment of \$789 million, on top of a previous \$536 million payment. After making the approximately \$1.3 billion total payment, the State will have eliminated all remaining maintenance factor for the first time since 2005-06. In both 2016-17 and 2017-18, the State is spending at the calculated minimum guarantee.

For fiscal year 2018-19, the 2018-19 Budget sets the minimum funding guarantee at \$78.4 billion, reflecting an increase of \$2.8 billion (or 3.7%) from the revised prior-year level. Fiscal year 2018-19 is projected to be a “Test 2” year, with the increase in the minimum funding guarantee attributable to a 3.67% increase in per capita personal income. With respect to community college education, the 2018-19 Budget sets Proposition 98 funding at \$9.2 billion, including \$6.0 billion from the State general fund, reflecting an increase of \$474 million (or 5.5%) from the prior year. This increase includes \$164 million for the K-12 component of the Strong Workforce Program – excluding this amount, the total increase for community college spending from the prior year’s level is \$310 million (or 3.6%). Per-FTES spending increases \$630 (or 8.5%) to \$8,046.

Other significant features with respect to community college education funding include the following:

- *New Funding Formula* – \$175 million in ongoing and \$35 million one-time Proposition 98 funding to begin the transition to a new community college funding formula. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues - Student Centered Funding Formula” herein.
- *Enrollment; Apportionments* – An increase of \$60 million in Proposition 98 funding to base allocations to support a 1% growth in enrollment system-wide. The 2018-19 Budget also provides \$173 million to fund a 2.71% COLA to apportionments and \$13 million to fund a 2.71% COLA to selected categorical programs.
- *California Online College* – \$100 million in one-time Proposition 98 funding and \$20 million in ongoing Proposition 98 funding for the establishment and operation of a fully online community college (the “Online College”) to be administered by the California Community Colleges Board of Governors.
- *Online Programs for Existing Community College Districts* – \$35 million one-time Proposition 98 funding for existing community college districts to develop online programs and courses that lead to short-term industry-valued credentials or enable a student who completed a program at the Online College to continue their education at an existing community college.
- *Faculty* – \$50 million additional ongoing Proposition 98 funding for colleges to hire more full-time faculty, and \$50 million one-time Proposition 98 funding for part-time faculty office hours.
- *Financial Aid* – \$46 million in Proposition 98 funding for the expansion of the California College Promise Grant program. The 2018-19 Budget also replaces the Full-Time Student Success Grant and the Community College Completion Grant with a new program – the Community Colleges Student Success Completion Grant – intended to help financially needy community college students with their living costs. The 2018-19 Budget provides \$132 million in funding for this new program, an increase of \$41 million over the combined cost of the two prior programs in 2017-18.
- *Student Services* – Several one-time allocations for community college districts to help students with various issues of core academic instruction, including \$10 million to provide mental health services, \$10 million to address student hunger at campuses, and \$10 million to provide legal services to undocumented students.

- *Maintenance and Instructional Equipment* – \$28 million in one-time Proposition 98 funding for scheduled maintenance, special repairs, hazardous substance abatement, architectural barrier removal, certain seismic retrofit projects, water conservation projects and replacement of instructional equipment and library materials. Funds will be allocated based on full time equivalent student enrollment.
- *Proposition 51* – \$10 million in Proposition 51 bond funds for initial design activities for six new capital outlay projects, and \$40 million in Proposition 51 bond funds for subsequent phases of 15 projects approved in the 2017-18 fiscal year.

For additional information regarding the 2018-19 Budget, see the State Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov) and the LAO's website at [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by reference.

***Proposed 2019-20 Budget.*** On January 10, 2019, the Governor released his proposed State budget for fiscal year 2019-20 (the “Proposed 2019-20 Budget”). The following information is drawn from the State Department of Finance’s summary, and the LAO’s review of, the Proposed 2019-20 Budget.

For fiscal year 2018-19, the Proposed 2019-20 Budget projects total general fund revenues and transfers of \$136.9 billion and total expenditures of \$144.1 billion. The State is projected to end the 2018-19 fiscal year with total available general fund reserves of \$18.3 billion, including \$3.9 billion in the traditional general fund reserve, \$13.5 billion in the BSA and \$900 million in the Safety Net Reserve Fund. For fiscal year 2019-20, the Proposed 2019-20 Budget projects total general fund revenues and transfers of \$142.6 billion and authorizes expenditures of \$144.2 billion. The State is projected to end the 2019-20 fiscal year with total available general fund reserves of \$18.5 billion, including \$2.3 billion in the traditional general fund reserve, \$15.3 billion in the BSA and \$900 million in the Safety Net Reserve Fund. The Governor notes that additional deposits to the BSA are premised on a recent opinion by the California Office of Legislative Counsel which concluded that supplemental payments to the BSA made in prior fiscal years do not count towards calculating its constitutional maximum of 10%. Under the Governor’s new estimates, mandatory deposits to the BSA represent only 8.1% of State general fund taxes. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 2” herein.

With respect to education funding, the Proposed 2019-20 Budget revises the Proposition 98 minimum funding guarantees for both fiscal years 2017-18 and 2018-19, as a result of lower-than-anticipated ADA and a year-to-year decline in State general fund revenue growth. The Proposed 2019-20 Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2017-18 at \$75.5 billion, a decrease of \$120.1 million from the prior year. The Proposed 2019-20 Budget revises the minimum funding guarantee for fiscal year 2018-19 at \$77.9 billion, reflecting a decrease of \$525.7 million from the prior year. Notwithstanding these decreases, the Proposed 2019-20 Budget maintains level funding for K-14 education in these years by maintaining a \$44 million overappropriation to the fiscal year 2017-18 minimum guarantee and using settle-up payments to offset otherwise unfunded obligations in fiscal year 2018-19.

For fiscal year 2019-20, the Proposed 2019-20 Budget sets the minimum funding guarantee at \$80.7 billion, reflecting an increase of \$2.8 billion (or 3.6%) from the revised prior-year level. Fiscal year 2019-20 is projected to be a “Test 3” year. Significant features with respect to community college funding include the following:

- *Student Centered Funding Formula* – The Proposed 2019-20 Budget includes certain revisions to the Student Centered Funding Formula, including (i) funding outcomes included in the Student Success Allocation at their current rates, adjusted for inflation in fiscal year 2019-20, and (ii) establishing reasonable limits, capped at 10%, on the year-over-year increases in resources a community college district could receive through the Student Success Allocation. See also “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues - Student Centered Funding Formula” herein.
- *Enrollment; Apportionments* – An increase of \$26 million in Proposition 98 funding to base allocations to support a growth in enrollment system-wide. The Proposed 2019-20 Budget also provides \$248.3 million to fund a 3.46% COLA to apportionments, and \$18 million to fund a similar COLA for the Adult Education block grant program.
- *California College Promise* – \$40 million of Proposition 98 funding to support a second year of free tuition for certain qualifying students.
- *Pension Costs* – A \$3 billion, one-time payment from non-Proposition 98 funds to CalSTRS, to reduce long-term liabilities for K-14 school districts. Of this amount, \$700 million would be provided to buy down employer contribution rates in fiscal years 2019-20 and 2020-21. The remaining \$2.3 billion would be paid towards employers’ long-term unfunded liability.
- *Legal Services* – An increase of \$10 million in Proposition 98 funding to provide legal services to undocumented and immigrant students, faculty and staff on district campuses.
- *Proposition 51* – \$358.7 million in Proposition 51 bond funds for 12 new and 15 continuing projects.

For additional information regarding the Proposed 2019-20 Budget, see the State Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov) and the LAO’s website at [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by reference.

***Future Budgets and Actions.*** The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund education. State budget shortfalls in future fiscal years could have an adverse financial impact on the State general fund budget. However, the obligation to pay *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Bonds would not be impaired.

## CERRITOS COMMUNITY COLLEGE DISTRICT

*The information in this section concerning the operations and finances of the District is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the revenues generated by an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof. See “THE BONDS – Security and Sources of Payment” herein.*

### General Information

The District, founded in 1955, serves an area of 52 square miles of southeastern Los Angeles County, and includes within its service area the cities and communities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Norwalk, and portions of Bell Gardens, Lakewood, Long Beach, Santa Fe Springs, and South Gate. The District currently operates Cerritos College, located on a 135-acre site in the City of Norwalk, and which provides collegiate level instruction in 87 degree and certification programs in over 180 areas of study. Cerritos College is fully accredited by the ACCJC. For fiscal year 2019-20, the District has a projected FTES count of 1,600, and taxable property within the District has a fiscal year 2018-19 assessed valuation of \$47,688,600,386.

### Administration

The District is governed by a seven-member Board of Trustees, each member of which is elected to a four-year term by voters within seven trustee areas. Elections for positions to the Board are held every two years. Current members of the Board, together with their offices and the dates their terms expire, are listed below:

#### BOARD OF TRUSTEES Cerritos Community College District

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Carmen Avalos	President	November 30, 2020
Marisa Perez	Vice President	November 30, 2020
Martha Camacho-Rodriguez	Clerk	November 30, 2020
James Cody Birkey	Member	November 30, 2022
Zurich Lewis	Member	November 30, 2022
Dr. Shin Liu	Member	November 30, 2022
Dr. Sandra Salazar	Member	November 30, 2020

The management and policies of the District are administered by an President/Superintendent appointed by the Board of Trustees who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Dr. Jose Fierro is the President/Superintendent of the District and Felipe Lopez is the Vice President, Business Services/Assistant Superintendent. Brief biographies of the President/Superintendent and the Vice President, Business Services/Assistant Superintendent follow:

***Dr. Jose Fierro, President/Superintendent.*** Dr. Fierro was appointed as the President/Superintendent of the District effective July 6, 2015. Previously, he served as the Vice-President of Academic Affairs and Chief Academic Officer at Laramie County Community College, a multicampus institution and the largest community college in the state of Wyoming. Dr. Fierro’s other prior positions include serving as an Academic Dean, Associate Dean of Liberal Arts and Sciences, and

professor of biological sciences at Florida State College at Jacksonville. Dr. Fierro earned a doctorate degree from the University of Applied Sciences in Bogotá, Colombia; a Master of Science degree in Leadership and Management of Educational Programs from Nova Southeastern University in Ft. Lauderdale, Florida, and a doctorate degree in Higher Education Leadership from Northcentral University in Prescott, Arizona.

***Felipe Lopez, Vice President, Business Services/Assistant Superintendent.*** Mr. Lopez began his tenure as Vice President of Business Services of the District on January 3, 2017. Mr. Lopez previously served as the Chief Business Officer of the Compton Community College District for approximately five years. Mr. Lopez previously served nearly 10 years as audit supervisor at Vavrinek, Trine, Day & Co., LLP, a Certified Public Accounting firm that provides audit and accounting services to institutions of higher education in California. Mr. Lopez has also served as a presenter on state program accountability and audit issues for the State Chancellor, and currently serves as a committee member on the Fiscal Standards Task Force for the Association of Chief Business Officials. Mr. Lopez earned a Bachelor of Science degree in business administration with an emphasis in accounting from California Baptist University, a certificate in accounting for governmental and nonprofit organizations from the University of California, Riverside, and a Master of Business Administration degree from the University of Redlands.

**Labor Relations**

The District currently employs 287 full-time certificated professionals and 301 full-time classified employees, 48 education and classified managers, five executive employees, 11 confidential employees, and 12 child development employees. In addition, the District employs approximately 500 part-time faculty, and approximately 575 part-time staff. District employees, except management and some part-time employees, are represented by the bargaining units noted below.

**LABOR RELATIONS ORGANIZATIONS  
Cerritos Community College District**

<b><u>Labor Organization</u></b>	<b><u>Number of Employees In Organization</u></b>	<b><u>Contract Expiration Date</u></b>
California School Employees Association	301	June 30, 2018 <sup>(1)</sup>
American Federation of Teachers	287	June 30, 2019 <sup>(2)</sup>

<sup>(1)</sup> Members of this bargaining units are working under the terms of their expired contract.

<sup>(2)</sup> The District settled all non-monetary items through June 30, 2021, except for salary and health benefits, which were settled through June 30, 2019.

## State Retirement Programs

*The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer nor State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 ("AB 1469") into law as a part of the State's fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the "2014 Liability"), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing July 1, 2014, the employee contribution rate increased over a three-year phase-in period in accordance with the following schedule:

### MEMBER CONTRIBUTION RATES STRS (Defined Benefit Program)

<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired After January 1, 2013</u>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205

*Source: AB 1469.*

Pursuant to the Reform Act (defined below), the contribution rates for members hired after the Implementation Date (defined below) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. The contribution rate for employees hired after the

Implementation Date (defined below) increased from 9.205% of creditable compensation for fiscal year commencing July 1, 2017 to 10.205% of creditable compensation effective July 1, 2018.

Pursuant to AB 1469, K-14 school districts' contribution rate will increase over a seven-year phase-in period in accordance with the following schedule:

**K-14 SCHOOL DISTRICT CONTRIBUTION RATES  
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>K-14 school districts</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

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*Source: AB 1469.*

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

The District's contributions to STRS were \$4,541,059 in fiscal year 2015-16, \$6,268,874 in fiscal year 2016-17 and \$7,365,070 in fiscal year 2017-18. The District has projected \$8,501,721 for its contribution to STRS for fiscal year 2018-19.

The State also contributes to STRS, currently in an amount equal to 7.328% for fiscal year 2018-19. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990.

In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.



**PERS.** Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2017 included 1,624 public agencies and 1,366 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the "Schools Pool").

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The District is currently required to contribute to PERS at an actuarially determined rate, which is 18.062% of eligible salary expenditures or fiscal year 2018-19. Participants enrolled in PERS prior to January 1, 2013 contribute at a rate established by statute, which is 7% of their respective salaries in fiscal year 2017-18 and fiscal year 2018-19, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 6.5% in fiscal year 2017-18 and will be 7% in fiscal year 2018-19. See "—California Public Employees' Pension Reform Act of 2013" herein.

The District's contributions to PERS were \$2,499,424 in fiscal year 2014-15, \$2,744,808 in fiscal year 2015-16, \$3,182,278 in fiscal year 2016-17 and \$2,908,464 in fiscal year 2017-18. The District has projected \$3,674,526 for its contribution to PERS for fiscal year 2018-19.

**State Pension Trusts.** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS. Actuarial assessments are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

**FUNDED STATUS**  
**STRS (Defined Benefit Program) and PERS (Schools Pool)**  
**(Dollar Amounts in Millions) <sup>(1)</sup>**  
**Fiscal Years 2010-11 through 2016-17**

<b><u>STRS</u></b>					
<b><u>Fiscal Year</u></b>	<b><u>Accrued Liability</u></b>	<b><u>Value of Trust Assets (MVA)<sup>(2)</sup></u></b>	<b><u>Unfunded Liability (MVA)<sup>(2)</sup></u></b>	<b><u>Value of Trust Assets (AVA)<sup>(3)</sup></u></b>	<b><u>Unfunded Liability (AVA)<sup>(3)</sup></u></b>
2010-11	\$208,405	\$147,140	\$68,365	\$143,930	\$64,475
2011-12	215,189	143,118	80,354	144,232	70,957
2012-13	222,281	157,176	74,374	148,614	73,667
2013-14	231,213	179,749	61,807	158,495	72,718
2014-15	241,753	180,633	72,626	165,553	76,200
2015-16	266,704	177,914	101,586	169,976	96,728
2016-17	286,950	197,718	103,468	179,689	107,261

<b><u>PERS</u></b>					
<b><u>Fiscal Year</u></b>	<b><u>Accrued Liability</u></b>	<b><u>Value of Trust Assets (MVA)</u></b>	<b><u>Unfunded Liability (MVA)</u></b>	<b><u>Value of Trust Assets (AVA)<sup>(3)</sup></u></b>	<b><u>Unfunded Liability (AVA)<sup>(3)</sup></u></b>
2010-11	\$58,358	\$45,901	\$12,457	\$51,547	\$6,811
2011-12	59,439	44,854	14,585	53,791	5,648
2012-13	61,487	49,482	12,005	56,250	5,237
2013-14	65,600	56,838	8,761	-- <sup>(4)</sup>	-- <sup>(4)</sup>
2014-15	73,325	56,814	16,511	-- <sup>(4)</sup>	-- <sup>(4)</sup>
2015-16	77,544	55,785	21,759	-- <sup>(4)</sup>	-- <sup>(4)</sup>
2016-17	84,416	60,865	23,551	-- <sup>(4)</sup>	-- <sup>(4)</sup>

<sup>(1)</sup> Amounts may not add due to rounding.

<sup>(2)</sup> Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

<sup>(3)</sup> Reflects actuarial value of assets.

<sup>(4)</sup> Effective for the June 30, 2014 actuarial valuation, PERS no longer uses an actuarial value of assets.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2010, through June 30, 2015), on February 1, 2017, the STRS Board adopted a new set of actuarial assumptions that reflect member's increasing life expectancies and current economic trends. These new assumptions were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2016 (the "2016 STRS Actuarial Valuation"). The new actuarial assumptions include, but are not limited to: (i) adopting a generational mortality methodology to reflect past improvements in life expectancies and provide a more dynamic assessment of future life spans, (ii) decreasing the investment rate of return (net of investment and administrative expenses) to 7.25% for the 2016 STRS Actuarial Valuation and 7.00% for the June 30, 2017 actuarial evaluation (the "2017 STRS Actuarial Valuation"), and (iii) decreasing the projected wage growth to 3.50% and the projected inflation rate to 2.75%. The 2017 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

Based on the change in actuarial assumptions adopted by the STRS Board, including the adoption of a 7% investment rate of return, recent investment experience and the insufficiency of the contributions received in fiscal year 2016-17 to cover interest on the unfunded actuarial obligation, the 2017 STRS Actuarial Valuation reports that the unfunded actuarial obligation increased by \$10.6 billion since the June 30, 2016 actuarial valuation and the funded ratio decreased by 1.1% to 62.6% over such time period. As a result, it is currently projected that there will be a need for higher contributions from the State, employers and members in the future to reach full funding by 2046.

According to the 2017 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2046 of 99.6%, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990, for which AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

In recent years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%. On November 17, 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing PERS Discount Rate by at least four percentage points. On December 21, 2016, the PERS Board voted to lower the PERS Discount Rate to 7.0% over a three year phase-in period in accordance with the following schedule: 7.375% in fiscal year 2017-18, 7.25% in fiscal year 2018-19 and 7.00% in fiscal year 2019-20. The new discount rate went into effect July 1, 2017 for the State and July 1, 2018 for K-14 school districts and other public agencies. Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in

the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on December 20, 2017, the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.625% for the June 30, 2018 actuarial valuation and to 2.50% for the June 30, 2019 actuarial valuation, (ii) lowering the payroll growth rate to 2.875% for the June 30, 2018 actuarial valuation and 2.75% for the June 30, 2019 actuarial valuation, and (iii) certain changes to demographic assumptions relating to the salary scale for most constituent groups, and modifications to the morality, retirement, and disability retirement rates.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

The Schools Pool Actuarial Valuation as of June 30, 2017, reported that, based on the changes in the discount rate, inflation rate, payroll growth rate and demographic assumptions, along with the expected reductions in normal cost due to the continuing transition of active members from those employees hired prior to the Implementation Date (defined below), to those hired after such date, the projected contribution rate for 2019-20 is projected to be 20.7%, with annual increases thereafter, resulting in a projected 25.5% employer contribution rate for fiscal year 2025-26.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

***California Public Employees' Pension Reform Act of 2013.*** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and

STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

***GASB Statement Nos. 67 and 68.*** On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

As of June 30, 2018, the District’s proportionate shares of the net pension liabilities for the STRS and PERS programs were \$82,307,200 and \$45,954,831, respectively. See also “APPENDIX B – 2017-18 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT —Note 10” attached hereto.

## **Other Post-Employment Benefits**

**Benefit Plan.** The District operates a defined benefit healthcare plan that provides medical, dental and vision insurance benefits (the “Post-Employment Benefits”) to eligible retirees of the District and their spouses. As of June 30, 2018, there were 303 retirees currently receiving benefits, and 668 active plan members.

**Funding Policy.** The District recognizes expenditures for Post-Employment Benefits on a pay-as-you-go-basis to cover the cost of benefits for current retirees, together with an additional amount to prefund the District’s outstanding accrued liability for Post-Employment Benefits (as discussed herein). During fiscal years 2015-16 through 2017-18, the District realized total expenditures for Post-Employment Benefits of \$689,113, \$573,804 and \$742,581, respectively. The District has projected \$700,000 for such expenditures in fiscal year 2018-19.

The District has established a retiree benefits fund to begin funding the accrued liability (discussed below) represented by the Post-Employment Benefits. The balance in this fund, as of June 30, 2018, was \$14,095,595. The retiree benefits fund, however, has not been irrevocably pledged to the payment of Post-Employment Benefits, and may be accessed upon Board action for other purposes.

**GASB Statement Nos. 74 and 75.** On June 2, 2015, GASB approved Statements Nos. 74 and 75 (each, “GASB 74” and “GASB 75”) with respect to pension accounting and financial reporting standards for public sector post-retirement benefit programs and the employers that sponsor them. GASB 74 replaces GASB Statements No. 43 and 57 and GASB 75 replaces GASB 45.

Most of GASB 74 applies to plans administered through trusts, contributions in which contributions are irrevocable, trust assets are dedicated to providing other post –employment benefits to plan members and trust assets are legally protected from creditors. GASB Statements No. 74 and No. 75 will require a liability for OPEB obligations, known as the Net OPEB Liability, to be recognized on the balance sheet of the plan and the participating employer’s financial statements. In addition, an OPEB expense (service cost plus interest on total OPEB liability plus current-period benefit changes minus member contributions minus assumed earning on plan investments plus administrative expenses plus recognition of deferred outflows minus recognition of deferred inflows) will be recognized in the income statement of the participating employers. In the notes to its financial statements, employers providing other post-employment benefits will also have to include information regarding the year-to-year change in the Net OPEB Liability and a sensitivity analysis of the Net OPEB Liability to changes in the discount rate and healthcare trend rate. The required supplementary information will also be required to show a 10-year schedule of the plan’s net OPEB liability reconciliation and related ratios, and any actuarially determined contributions and investment returns.

Under GASB 74, the measurement date must be the same as the plan’s fiscal year end, but the actuarial valuation date may be any date up to 24 months prior to the measurement date. For the Total OPEB Liability, if the valuation date is before the measurement date, the results must be projected forward from the valuation date to the measurement date using standard actuarial roll-forward techniques. For plans that are unfunded or have assets insufficient to cover the projected benefit payments, a discount rate reflecting a 20-year tax-exempt municipal bond yield or index rate must be used. For plans with assets that meet the GASB 74 requirements, a projection of the benefit payments and future Fiduciary Net Position is performed based on the funding policy and assumptions of the plan, along with the methodology specified in GASB. The Fiduciary Net Position measures the value of trust assets, adjusted for payees and receivables.

GASB No. 74 has an effective date for plan fiscal years beginning after June 15, 2016, and was first recognized in the District's financial statements for fiscal year 2016-17. GASB Statement No. 75 has an effective date for employer fiscal years beginning after June 15, 2017, and the District first recognized GASB No. 75 in their financial statements for fiscal year 2017-18. See also "APPENDIX B – 2017-18 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT – Note 11" attached hereto.

**Actuarial Study.** The District's most recent actuarial study, dated as of June 4, 2018, calculated the District's accrued liability in accordance with GASB No. 74 and GASB No. 75. The study concluded that, as of a June 30, 2017 valuation date, the District's Total OPEB Liability was \$21,233,167, its Fiduciary Net Position was \$0 and its Net OPEB Liability was \$21,233,167.

## **Risk Management**

The District is exposed to various risks of loss related to property, general liability, workers' compensation and employee benefits. These risks are addressed through a combination of commercial insurance, self-insurance and participation in certain public entity risk pools.

The District participates in several joint powers authorities (the "JPAs") for insurance coverage purposes. Specifically, the District participates in the Statewide Association of Community Colleges ("SWACC") and the Schools Association for Excess Risk ("SAFER") for property and liability insurance coverage, as well the Southern California Community College District Joint Powers Agency ("SCCCD") and the Protected Insurance Program for Schools and Community Colleges ("PIPS") for workers compensation insurance coverage. Coverage limits are as follows: (i) \$250,000,000 of property coverage and \$25,000,000 of liability coverage through SAFER, (ii) \$250,000 of property coverage and \$1,000,000 of liability coverage through SWACC, and (iii) \$155,000,000 of workers compensation through PIPS. SCCCDD operates as an insurance purchasing pool, pursuant to which the District achieves a reduced premium for workers compensation coverage.

The District pays annual premiums to each of SWACC, SAFER, and SCCCDD for its property and liability, and workers' compensation insurance coverage. The relationship between the District and the JPAs is such that none of the JPAs are a component unit of the District for financial reporting purposes.

There are currently no pending claims against the District. For the past three fiscal years, settled claims have not exceeded available insurance coverages. See also "APPENDIX B – 2017-18 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT —Note 14" attached hereto.

## **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board ("GASB") has released (i) Statement No. 34, which is effective for the District and makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted, and (ii) Statement No. 35, which is effective for the District and makes changes in the required content and format of annual financial statements for public colleges and universities. These requirements become effective for the District in May 15, 2002. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

## **Comparative Financial Statements**

Pursuant to applicable guidance from GASB, the District's financial statements present a comprehensive, entity-wide perspective of the District's assets, liabilities, and cash flows rather than the fund-group perspective previously required. The table on the following page displays the District's revenues, expenses and changes in net assets for its primary government funds during fiscal years 2013-14 through 2017-18.

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**AUDITED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET ASSETS –  
PRIMARY GOVERNMENT  
Fiscal Years 2013-14 through 2017-18  
Cerritos Community College District**

	Fiscal Year <u>2013-14</u>	Fiscal Year <u>2014-15</u>	Fiscal Year <u>2015-16</u>	Fiscal Year <u>2016-17</u>	Fiscal Year <u>2017-18</u>
<b>OPERATING REVENUES</b>					
Enrollment, tuition and other fees (gross)	\$25,250,914	\$24,020,874	\$20,771,953	\$23,205,741	\$24,275,268
Less: Scholarship discounts and allowances	<u>(15,790,827)</u>	<u>(14,536,569)</u>	<u>(14,536,569)</u>	<u>(12,993,255)</u>	<u>(14,297,488)</u>
Net enrollment, tuition and other fees	9,460,087	9,484,305	6,235,384	10,212,486	9,977,780
Grant and contracts, non-capital:					
Federal	4,399,870	4,068,005	44,724,806	39,667,203	42,412,504
State	9,890,223	16,289,140	36,176,091	21,458,522	24,310,302
Local	<u>1,203,588</u>	<u>492,179</u>	<u>--</u>	<u>3,303,490</u>	<u>3,096,315</u>
<b>TOTAL OPERATING REVENUES</b>	24,953,768	30,333,629	87,136,281	74,641,701	79,796,901
<b>OPERATING EXPENSES</b>					
Salaries	65,564,328	69,570,412	73,605,905	83,939,337	85,015,334
Employee benefits	23,620,944	26,841,409	24,576,081	30,709,493	42,806,444
Supplies, materials and other operating expenses and services	9,298,526	17,143,130	25,560,438	16,802,518	14,639,886
Utilities	--	--	--	2,102,161	2,174,806
Financial aid	42,940,270	44,148,870	44,889,254	43,050,947	45,816,647
Capital outlay	--	5,991,501	--	--	--
Depreciation	<u>3,789,400</u>	<u>4,285,584</u>	<u>4,364,341</u>	<u>5,136,368</u>	<u>8,829,093</u>
<b>TOTAL OPERATING EXPENSES</b>	145,213,468	167,980,906	172,996,019	181,740,824	199,282,210
<b>OPERATING INCOME (LOSS)</b>	(120,259,700)	(137,647,277)	(85,859,738)	(107,099,123)	(119,485,309)
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
State apportionments, non-capital	52,262,332	58,690,790	53,845,193	65,986,180	59,412,053
Local property taxes	21,863,924	39,083,400	41,182,289	24,932,980	30,632,257
State taxes and other revenues	17,327,649	15,546,827	17,652,668	10,354,046	9,158,668
Federal Grants	40,753,224	41,583,924	--	--	--
State Grants	--	--	--	--	--
Other non-operating revenues	591,337	4,131,768	--	--	--
Investment income, net	729,006	1,111,702	2,221,340	765,080	1,126,278
Other local revenues	--	--	5,197,092	1,000	7,500
Interest income on capital asset-related debt, net	--	--	--	--	--
Interest expense	<u>(12,033,902)</u>	<u>(19,572,066)</u>	<u>(4,814,733)</u>	<u>(9,113,724)</u>	<u>(12,984,438)</u>
<b>TOTAL NON-OPERATING REVENUES (EXPENSES)</b>	121,493,570	140,576,345	115,283,849	92,925,562	87,352,318
<b>INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS OR (LOSSES)</b>	1,233,870	2,929,068	29,424,111	(14,173,561)	(32,132,991)
<b>OTHER REVENUES, EXPENSES, GAINS/(LOSSES)</b>					
State apportionments, capital	575,754	473,761	--	841,760	972,144
Local revenues, capital	--	--	--	20,338,815	20,279,509
Interest and investment income, capital	--	--	--	735,740	941,050
Loss on disposal of equipment	--	--	--	<u>637</u>	<u>(45,486)</u>
<b>TOTAL OTHER REVENUES, EXPENSES, GAINS OR (LOSSES)</b>	575,754	473,761	--	21,916,952	22,147,217
<b>CHANGE IN NET POSITION</b>	1,809,624	3,402,829	29,424,111	7,743,391	(9,985,774)
<b>NET ASSETS, BEGINNING OF YEAR</b>	86,015,586	78,288,161	5,651,650	35,075,761	42,819,152
<b>ADJUSTMENT FOR RESTATEMENT</b>	(9,537,049) <sup>(2)</sup>	(76,039,340) <sup>(3)</sup>	--	--	14,015,096 <sup>(4)</sup>
<b>CUMULATIVE EFFECT OF CHANGE IN ACCOUNTING</b>	--	--	--	--	(15,135,271) <sup>(5)</sup>
<b>NET ASSETS, AS RESTATED</b>	76,478,537	2,248,821	5,651,650	35,075,761	41,698,977
<b>NET ASSETS, END OF YEAR</b>	<u>\$78,288,161</u>	<u>\$5,651,650</u>	<u>\$35,075,761</u>	<u>\$42,819,152</u>	<u>\$31,713,203</u>

(Footnotes follow on next page).

(Footnotes to table on prior page)

- (1) Restatement to the net beginning position for fiscal year 2012-13 results from the implementation of GASB Statement No. 62, which requires the capitalization of interest expense on bonded debt that previously had been expensed.
- (2) Net restatement is the product of (i) a decrease of \$2,132,521 to the beginning net position in order to reflect the elimination of amortization of debt issuance costs in accordance with the implementation of GASB Statement No. 65, and (ii) an adjustment of \$7,404,528 to the net capital assets due to prior-fiscal year entry conversions.
- (3) Net restatement to the beginning position results from the implementation of GASB Statement No. 68 in order to recognize the District's net pension liability, deferred outflows of resources and deferred inflows of resources. See "-- Retirement Programs - GASB Statement Nos. 67 and 68" herein.
- (4) Reflects a restatement to the beginning net position to recognize construction costs not capitalized and accumulated depreciation costs not recognized for assets placed into service in the period in which costs were incurred.
- (5) Restatement to beginning net position resulting from the implementation of GASB 75. The net reduction recognizes a beginning Net OPEB Liability of \$20,424,036, less the liability recorded as of the end of the prior fiscal year (\$4,714,961) under previous GASB standards, offset by OPEB deferred outflows of \$534,804 as of such fiscal year.

Source: Cerritos Community College District.

## Educational Foundation

The Cerritos College Foundation (the "Foundation") is a non-profit entity organized under Section 501(c)(3) of the Internal Revenue Code. The Foundation contributes approximately \$1.8 million annually to the District in the form of student grants and scholarships, as well as to donations to educational programs and departments at the District. The financial activity of the Foundation is reported as a separate discretely presented component unit of the District.

## District Debt Structure

**Long-Term Debt.** A schedule of the District's general long-term debt as of June 30, 2018, is shown below.

	<b>Balance Beginning of Year</b>	<b><u>Additions</u></b>	<b><u>Deductions</u></b>	<b>Balance End of Year</b>
Compensated absences	\$2,632,681	--	\$(231,390)	\$2,401,291
General obligation bonds (2004 Measure CC):				
Bonds payable	179,382,021	--	(3,926,032)	175,455,989
Accreted interest	9,962,538	\$2,394,120	(93,967)	12,262,691
Bond premium	10,554,969	--	(747,006)	9,807,963
General obligation bonds (2012 Measure G):				
Bonds payable	81,355,000	75,000,000	(7,455,000)	148,900,000
Bond premium	6,633,954	8,137,625	(408,455)	14,363,124
Net pension liability	103,848,480	24,413,551	--	128,262,031
Other postemployment benefits other than pension (OPEB)	20,424,036	809,131	--	21,233,167
Supplemental employee retirement plan (SERP)	408,617	4,551,615	(1,318,940)	3,641,292
Totals	<u>\$415,202,296</u>	<u>\$115,306,042</u>	<u>\$(14,180,790)</u>	<u>\$516,327,548</u>

Source: Cerritos Community College District.

**General Obligation Bonds.** At an election held on March 2, 2004, the voters of the District approved the issuance of not-to-exceed \$210,000,000 of general obligation bonds of the District (the “2004 Authorization”). The District has issued substantially all of the bonds authorized by the 2004 Authorization. Pursuant to the 2012 Authorization, the voters have approved the issuance of \$350,000,000 of bonds. The District has issued two series of bonds pursuant to the 2012 Authorization. The District has also issued general obligation refunding bonds to refinance portions of the bonds issued pursuant to the 2004 Authorization. The following table summarizes the prior outstanding bond issuances of the District, not including the Bonds.

**SUMMARY OF OUTSTANDING BONDED DEBT  
Cerritos Community College District**

<b>Issuance</b>	<b>Initial Principal Amount</b>	<b>Principal Currently Outstanding</b>	<b>Date of Delivery</b>
Election of 2004, Series 2009C	\$55,000,000.00		March 9, 2009
Election of 2004, Series 2012D	82,825,515.05		April 4, 2012
Election of 2012, Series 2014A	100,000,000.00		November 20, 2014
2014 Refunding, Series A	80,395,000.00		November 20, 2014
2014 Refunding, Series B	17,975,000.00		November 20, 2014
Election of 2012, Series 2018A	75,000,000.00		January 23, 2018

The table on the following page summarizes the annual debt service requirements for the District’s outstanding general obligation bonded debt following the issuance of the Bonds (and no optional redemptions).

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**GENERAL OBLIGATION BONDS – CONSOLIDATED DEBT SERVICE SCHEDULE  
Cerritos Community College District**

<u>Year Ending (August 1)</u>	<u>Election of 2004 Series 2009C</u>	<u>Election of 2004 Series 2012D</u>	<u>Election of 2012 Series 2014A</u>	<u>2014 Refunding Series A</u>	<u>2014 Refunding Series B</u>	<u>Election of 2012 Series 2018B</u>	<u>The Bonds</u>	<u>Total Annual Debt Service</u>
2019	\$1,414,400.00	\$3,155,718.76	\$3,310,450.00	\$4,136,650.00	\$2,397,832.30	\$10,339,150.00		
2020	--	3,365,718.76	3,310,450.00	5,572,400.00	2,493,016.80	10,472,350.00		
2021	--	3,580,718.76	3,310,450.00	5,709,900.00	2,590,976.70	3,011,350.00		
2022	--	3,795,718.76	3,310,450.00	5,845,400.00	2,695,206.06	2,754,100.00		
2023	--	4,030,718.76	3,310,450.00	5,984,650.00	2,804,891.20	2,993,100.00		
2024	--	5,115,718.76	3,310,450.00	8,080,150.00	--	3,244,100.00		
2025	--	5,500,718.76	3,310,450.00	8,364,650.00	--	3,505,850.00		
2026	--	5,750,718.76	3,310,450.00	8,652,400.00	--	3,782,100.00		
2027	--	6,010,718.76	3,310,450.00	8,956,900.00	--	4,066,350.00		
2028	--	6,290,718.76	3,310,450.00	9,270,900.00	--	4,357,350.00		
2029	--	6,535,718.76	3,310,450.00	9,592,400.00	--	4,663,850.00		
2030	--	6,835,718.76	3,310,450.00	9,939,400.00	--	4,984,100.00		
2031	--	7,145,718.76	5,620,450.00	10,282,000.00	--	3,006,350.00		
2032	--	13,020,718.76	5,844,950.00	5,181,800.00	--	3,129,350.00		
2033	--	13,825,718.76	6,077,450.00	5,340,400.00	--	3,252,600.00		
2034	--	17,135,718.76	6,321,700.00	--	--	3,380,600.00		
2035	--	17,135,718.76	6,576,200.00	--	--	3,517,600.00		
2036	--	17,133,950.00	6,839,450.00	--	--	3,655,600.00		
2037	--	17,086,175.00	7,109,950.00	--	--	3,804,400.00		
2038	--	17,089,625.00	7,396,200.00	--	--	3,958,200.00		
2039	--	--	7,691,200.00	--	--	4,116,400.00		
2040	--	--	7,998,200.00	--	--	4,283,400.00		
2041	--	--	8,319,800.00	--	--	4,448,400.00		
2042	--	--	8,653,200.00	--	--	4,626,000.00		
2043	--	--	8,997,000.00	--	--	4,815,200.00		
2044	--	--	<u>9,354,800.00</u>	--	--	--		
Total	<u>\$1,414,400.00</u>	<u>\$179,541,968.92</u>	<u>\$142,525,950.00</u>	<u>\$110,910,000.00</u>	<u>\$12,981,923.06</u>	<u>\$108,167,850.00</u>		

## TAX MATTERS

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Bond (the first price at which a substantial amount of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the applicable Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owners of the Bonds is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Internal Revenue Code of 1986, as amended (the "Code") might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS OR THE MARKET VALUE OF THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. IT IS POSSIBLE THAT LEGISLATIVE CHANGES WILL BE INTRODUCED WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME OR STATE TAX BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continue to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) on the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is attached hereto as APPENDIX A.

## **LIMITATION ON REMEDIES; BANKRUPTCY**

### **General**

State law contains certain safeguards to protect the financial solvency of community college districts. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA" herein. If the safeguards are not successful in preventing a community college district from becoming insolvent, the State Chancellor and the Board of Governors, operating through a special trustee appointed by the State Chancellor, may be authorized under State law to file a petition under Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code") on behalf of the community college district for the adjustment of its debts. In addition, an insolvent community college district may be able to file a petition under Chapter 9 before a special trustee is appointed. Prior to such petition, if any, the community college district is required to participate in a neutral evaluation process with interested parties as provided in the

Government Code or declare a fiscal emergency and adopt a resolution by a majority vote of the governing board that includes findings that the financial state of the community college district jeopardizes the health, safety, or well-being of the residents of its jurisdiction or service area absent the protections of Chapter 9.

Bankruptcy courts are courts of equity and as such have broad discretionary powers. If the District were to become the debtor in a proceeding under Chapter 9 of the Bankruptcy Code, the automatic stay provisions of Bankruptcy Code Sections 362 and 922 generally would prohibit creditors from taking any action to collect amounts due from the District or to enforce any obligation of the District related to such amounts due, without consent of the District or authorization of the bankruptcy court (although such stays would not operate to block creditor application of pledged special revenues to payment of indebtedness secured by such revenues). In addition, as part of its plan of adjustment in a Chapter 9 bankruptcy case, the District may be able to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Bonds and other transaction documents related to the Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable. There also may be other possible effects of a bankruptcy of the District that could result in delays or reductions in payments on the Bonds. Moreover, regardless of any specific adverse determinations in any District bankruptcy proceeding, the fact of a District bankruptcy proceeding could have an adverse effect on the liquidity and market price of the Bonds.

### **Statutory Lien**

Pursuant to Government Code Section 53515, the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax, and such lien automatically arises, without the need for any action or authorization by the District or the Board, and is valid and binding from the time the Bonds are executed and delivered. See “THE BONDS – Security and Sources of Payment” herein. Although a statutory lien would not be automatically terminated by the filing of a Chapter 9 bankruptcy petition by the District, the automatic stay provisions of the Bankruptcy Code would apply and payments that become due and owing on the Bonds during the pendency of the Chapter 9 proceeding could be delayed, unless the Bonds are determined to be secured by a pledge of “special revenues” within the meaning of the Bankruptcy Code and the pledged *ad valorem* property taxes are applied to pay the Bonds in a manner consistent with the Bankruptcy Code.

### **Special Revenues**

If the *ad valorem* property tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, then the application in a manner consistent with the Bankruptcy Code of the pledged *ad valorem* property tax revenues should not be subject to the automatic stay. “Special revenues” are defined to include, among others, taxes specifically levied to finance one or more projects or systems of the debtor, but excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the debtor. State law prohibits the use of the tax proceeds for any purpose other than payment of the bonds and the bond proceeds can only be used to fund the acquisition or improvement of real property and other capital expenditures included in the proposition, so such tax revenues appear to fit the definition of special revenues. However, there is no binding judicial precedent dealing with the treatment in bankruptcy proceedings of *ad valorem* property tax revenues collected for the payments of bonds in California, so no assurance can be given that a bankruptcy court would not hold otherwise.

## **Possession of Tax Revenues; Remedies**

The County on behalf of the District is expected to be in possession of the annual *ad valorem* property taxes and certain funds to repay the Bonds and may invest these funds in the Treasury Pool, as described in “THE BONDS – Application and Investment of Bond Proceeds” herein and “APPENDIX F – LOS ANGELES COUNTY INVESTMENT POOL” attached hereto. If the County goes into bankruptcy and has possession of tax revenues (whether collected before or after commencement of the bankruptcy), and if the County does not voluntarily pay such tax revenues to the owners of the Bonds, it is not entirely clear what procedures the owners of the Bonds would have to follow to attempt to obtain possession of such tax revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful. Further, should those investments suffer any losses, there may be delays or reductions in payments on the Bonds.

## **Opinion of Bond Counsel Qualified by Reference to Bankruptcy, Insolvency and Other Laws Relating to or Affecting Creditor’s Rights**

The proposed form of the approving opinion of Bond Counsel attached hereto as Appendix A is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. Bankruptcy proceedings, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights

## **LEGAL MATTERS**

### **Legality for Investment in California**

Under provisions of the Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the Government Code, are eligible security for deposits of public moneys in the State.

### **Continuing Disclosure**

***Current Undertaking.*** In connection with the issuance of the Bonds, the District has covenanted for the benefit of the Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Reports”) by not later than nine months following the end of the District’s fiscal year (which currently ends June 30), commencing with the report for the 2018-19 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of material events will be filed by the District in accordance with the requirements of S.E.C. Rule 15c2-12(b)(5) (the “Rule”). The specific nature of the information to be contained in the Annual Reports or the notices of material events is included in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. These covenants have been made in order to assist the Underwriter in complying with the Rule.

***Prior Undertakings.*** [TO COME].

### **No Litigation**

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. There is no



litigation pending, and the District is not aware of any litigation threatened, questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the Bonds.

### **Information Reporting Requirements**

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 ("TIPRA"). Under Section 6049 of the Internal Revenue Code of 1986, as amended by TIPRA, interest paid on tax-exempt obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. The effective date of this provision is for interest paid after December 31, 2005, regardless of when the tax-exempt obligations were issued. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

### **Legal Opinion**

The legal opinion of Bond Counsel, approving the validity of the Bonds, will be supplied to the original purchasers of the Bonds without cost. A copy of the proposed form of such legal opinion is attached to this Official Statement as Appendix A.

## **MISCELLANEOUS**

### **Ratings**

The Bonds have been assigned ratings of ["\_\_\_"] and ["\_\_\_"] by S&P and Moody's, respectively. The ratings reflect only the view of the rating agencies, and any explanation of the significance of such ratings should be obtained from such rating agencies. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. The District undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings obtained may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The District has covenanted in a Continuing Disclosure Certificate to file notices of any ratings changes on the Bonds. See the caption "LEGAL MATTERS – Continuing Disclosure" below and "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein. Notwithstanding such covenant, information relating to ratings changes on the Bonds may be publicly available from Moody's or S&P prior to such information being provided to the District and prior to the date the District is obligated to file a notice of rating change pursuant to the Rule. Purchasers of the Bonds are directed to the respective websites of Moody's and S&P, and official media outlets, for the most current ratings changes with respect to the Bonds after the initial issuance thereof.

## **Financial Statements**

The financial statements with supplemental information for the year ended June 30, 2018, the independent auditor's report of the District, and the related statements of activities and of cash flows for the year then ended, and the report dated November 26, 2018 of Clifton Larson Allen LLP (the "Auditor"), are included in this Official Statement as Appendix B. In connection with the inclusion of the financial statements and the report of the Auditor thereon in Appendix B to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

## **Underwriting**

**Purchase of Bonds.** Morgan Stanley & Co. LLC (the "Underwriter") has agreed to purchase all of the Bonds for a purchase price of \$\_\_\_\_\_ (which is equal to the principal amount of such Bonds of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_, and less an underwriting discount of \$\_\_\_\_\_).

The purchase contract related to the Bonds provide that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the purchase contracts, the approval of certain legal matters by Bond Counsel and certain other conditions. The initial offering prices stated on the cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than such initial offering prices.

**Underwriter Disclosures.** The Underwriter has provided the information below for inclusion in this Official Statement. The District does not guarantee the accuracy or completeness of the following information, and the inclusion thereof should be construed as a representation of the District.

[TO COME].

**Additional Information**

This Official Statement supplies information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolution providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

All data contained herein about the District has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

This Official Statement and the delivery thereof have been duly approved and authorized by the District.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

## APPENDIX A

### FORM OF OPINION OF BOND COUNSEL

*Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect thereto in substantially the following form.*

\_\_\_\_\_, 2019

Board of Trustees  
Cerritos Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$\_\_\_\_\_ Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C (the “Bonds”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, a greater than fifty-five percent vote of the qualified electors of the Cerritos Community College District (the “District”) voting at an election held on November 6, 2012, and a resolution adopted by the Board of Trustees of the District (the “Resolution”).
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the

Bondowner's basis in the applicable Bond. Original issue discount that accrues to the Bondowner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

6. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the Bondowner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bondowner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California.

Respectfully submitted,

Stradling Yocca Carlson & Rauth

**APPENDIX B**

**2017-18 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Cerritos Community College District (the “District”) in connection with the issuance of \$\_\_\_\_\_ Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2019C (the “Bonds”). The Bonds are being issued pursuant to a resolution of the Board of Trustees of the District adopted on May 1, 2019 (the “Resolution”). The District covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean initially KNN Public Finance, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

“Financial Obligation” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the Repository consistent with the Rule.

“Holders” shall mean registered owners of the Bonds.

“Listed Events” shall mean any of the events listed in Section 5(a) and 5(b) of this Disclosure Certificate.

“Official Statement” shall mean that certain Official Statement relating to the Bonds, dated as of \_\_\_\_\_, 2019.

“Participating Underwriter” shall mean the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.



“Repository” shall mean, the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

### SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (presently ending June 30), commencing with the report for the 2018-19 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate, with a copy to the Participating Underwriter. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a timely notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided to the Repository.

SECTION 4. Content and Form of Annual Reports. (a) The District’s Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District’s audited financial statements):

- (A) State funding received by the District for the last completed fiscal year;
- (B) Full time equivalent student counts of the District for the last completed fiscal year;
- (C) Outstanding District indebtedness;
- (D) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the then-current fiscal year;
- (E) Current assessed valuation of taxable property within the District; and
- (F) Data regarding secured *ad valorem* tax charges and delinquencies for property within the District, except to the extent the Los Angeles County adopts the Teeter Plan for tax levies for District bonded indebtedness.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report will be filed in an electronic format accompanied by such identifying information as shall be prescribed by the Municipal Securities Rulemaking Board.

**SECTION 5. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 5(a), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the

District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Holders.
3. optional, contingent or unscheduled bond calls.
4. unless described under Section 5(a)(5) above, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
5. release, substitution or sale of property securing repayment of the Bonds.
6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
7. Appointment of a successor or additional trustee or paying agent with respect to the Bonds or the change of name of such a trustee or paying agent.
8. Incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect Bondowners.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file

any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a) or 5(b), as applicable.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and
- (d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the

financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repositories. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Certificate may be given as follows:

To the District: Cerritos Community College District  
11110 Alondra Boulevard  
Norwalk, California 90650

To the Dissemination Agent: KNN Public Finance  
1300 Clay Street, Suite 1000  
Oakland, California 94612

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 12. Signature. This Disclosure Certificate has been executed by the undersigned on the date hereof, and such signature binds the District to the undertaking herein provided.

Date: \_\_\_\_\_, 2019

CERRITOS COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Vice President, Business Services/  
Assistant Superintendent

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of District: CERRITOS COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: Election of 2012 General Obligation Bonds, Series 2019C

Date of Issuance: \_\_\_\_\_, 2019

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

CERRITOS COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_ [form only; no signature required]

## APPENDIX D

### ECONOMIC AND DEMOGRAPHIC PROFILE OF THE CITIES OF CERRITOS, DOWNEY, LA MIRADA AND NORWALK AND LOS ANGELES COUNTY

*Approximately 70% of the District lies within the Cities of Cerritos (“Cerritos”), Downey, (“Downey”), La Mirada (“La Mirada”) and Norwalk (“Norwalk,” and together with Cerritos, Downey and La Mirada, the “Cities”). The following information concerning the Cities and Los Angeles County (the “County”) is included only for the purpose of supplying general information regarding the community. The Bonds are not a debt or obligation of either the Cities or the County.*

#### **General**

***City of Cerritos.*** Cerritos is located in southeast portion of the County, on the border with Orange County. Cerritos has a total area of approximately nine square miles. Known initially as Dairy Valley, Cerritos was founded in 1888 and incorporated in 1956, becoming a charter city in 1958. In 1967, Dairy Valley changed its name to Cerritos. Cerritos is governed by a five-member council-manager government, each elected at large to four-year overlapping terms. Each year the five members vote one of themselves to be the Mayor and Mayor Pro Tem. The City Council appoints the City Manager, the City Attorney and the City Clerk/Treasurer.

***City of Downey.*** Downey was incorporated in 1956, became a charter city in 1964 and encompasses approximately 12 square miles. Like its neighbors, it has access to four major freeways as well as the Los Angeles Metro Rail Green Line station. Downey uses a city-manager form of government, having a mayor and four other city council members. The office of mayor rotates among the five city council members in December. All council members are limited to two four-year terms, and each member is elected from and represents an electoral district. The city council appoints the City Manager, City Attorney and City Clerk, while the City Manager appoints all of Downey’s department heads.

***City of La Mirada.*** La Mirada is immediately east of Norwalk and encompasses approximately eight square miles. La Mirada is the location of Biola University, and is also well-known for theatrical arts, hosting the La Mirada Theatre for the Performing Arts. La Mirada is governed by a five-member council-manager government, and each year the five members elect the Mayor and Mayor Pro Tem. Council members are elected at large from within La Mirada.

***City of Norwalk.*** Founded in 1888, Norwalk was incorporated as a city in 1957. It is located 17 miles southeast of downtown Los Angeles and is hub of four freeways, the Green Line light rail connecting Norwalk with the cities of Los Angeles, South Gate, Lynwood, Hawthorne, El Segundo and Manhattan Beach and the Norwalk/Santa Fe Springs Metrolink Station. Norwalk operates under a council-manager form of government. The five City Council members are elected to four-year terms, act as the city's chief policy-making body and appoint the Mayor.



***Los Angeles County.*** Incorporated on February 18, 1850, Los Angeles is one of the original counties of California. With 4,083 square miles, the county borders 70 miles of coast on the Pacific Ocean. The County is home to 88 incorporated cities and, by population, is the largest of any county in the country. Its 2017 Gross Domestic Product of \$670 billion made Los Angeles County's economy larger than that of 44 states and all but 21 countries. In between the large desert portions of the county — which make up around 40% of its land area — and the heavily urbanized central and southern portions, sit the San Gabriel Mountains, containing the Angeles National Forest. Los Angeles is a charter county governed by a five-member elected Board of Supervisors who each serves alternating four-year terms.

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## Population

The following tables show the population estimates of the Cities, the County and the State of California (the "State") for the past 10 years.

**POPULATION ESTIMATES  
2009 through 2018  
City of Cerritos, City of Downey, City of La Mirada, City of Norwalk,  
County of Los Angeles and State of California**

<u>Year<sup>(1)</sup></u>	<u>City of Cerritos</u>	<u>City of Downey</u>	<u>City of La Mirada</u>	<u>City of Norwalk</u>	<u>Los Angeles County</u>	<u>State of California</u>
2009	49,479	111,254	48,434	105,330	9,801,096	36,966,713
2010 <sup>(2)</sup>	49,047	111,772	48,527	105,549	9,818,605	37,253,956
2011	48,841	111,923	48,715	105,926	9,871,802	37,529,913
2012	49,140	112,606	48,999	106,403	9,949,794	37,874,977
2013	49,245	113,028	49,216	106,744	10,020,599	38,234,391
2014	49,305	113,349	49,388	107,111	10,088,458	38,568,628
2015	49,424	113,636	49,630	107,411	10,149,661	38,912,464
2016	49,405	113,521	49,610	107,342	10,180,169	39,179,627
2017	50,025	113,670	49,558	107,251	10,231,271	39,500,973
2018	50,058	114,146	49,590	107,546	10,283,729	39,809,693

<sup>(1)</sup> As of January 1.

<sup>(2)</sup> As of April 1.

Source: 2010: U.S. Department of Commerce, Bureau of the Census, for April 1.

2009, 2011-18 (2000 and 2010 Demographic Research Unit Benchmark): California Department of Finance for January 1.

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## Income

The following table shows per capita personal income for the County, the State and the United States for the years 2008 through 2017.

**PER CAPITA PERSONAL INCOME**  
**2008 through 2017**  
**Los Angeles County, State of California, and United States**

<u>Year</u>	<u>Los Angeles County</u>	<u>State of California</u>	<u>United States</u>
2008	\$43,431	\$43,895	\$40,904
2009	41,869	42,050	39,284
2010	43,569	43,609	40,545
2011	46,439	46,145	42,727
2012	49,459	48,751	44,582
2013	49,010	49,173	44,826
2014	52,130	52,237	47,025
2015	55,366	55,679	48,940
2016	56,851	57,497	49,831
2017	58,419	59,796	51,640

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Note: Per capital personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in thousands of current dollars (not adjusted for inflation). Estimates for 2010-2017 reflect county population estimates available as of March 2018.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

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## Principal Employers

The following tables list the principal employers located in the Cities and the County for the most recent year that statistics are available.

### PRINCIPAL EMPLOYERS

As of June 30, 2014<sup>(1)</sup>

#### City of Cerritos

<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
United Parcel Service	Transportation and Warehousing	6,000
ABC Unified School District	Services: Educational Services	3,500
AT&T	Telephone Communications	1,200
Southern Wine & Spirits of So. Calif.	Wine and Spirits	1,100
City of Cerritos	Public Administration	552
Crown Bolt, Inc.	Manufacturing: Metal Screws, Bolts and Nuts	400
Nordstrom	Retail Trade: General Merchandise	400
College Hospital, Inc.	Services: Health Services	400
PMI	Services: Health Services	350
Norm Reeves Honda of Cerritos	Retail Trade: Automotive Dealers	350

<sup>(1)</sup>Note: Comprehensive Annual Financial Reports for Cerritos after the 2013-14 fiscal year do not include information on principal employers.

Source: City of Cerritos 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2014.

### PRINCIPAL EMPLOYERS

As of June 30, 2018

#### City of Downey

<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
Kaiser Permanente	Services: Health Services	4,500
Downey Unified School District	Services: Educational Services	2,764
Stonewood Shopping Center	Retail Trade: General Merchandise	1,765
Rancho Los Amigos Medical Center	Services: Health Services	1,600
PIH Health	Services: Health Services	1,500
Office of Education, County of Los Angeles	Services: Educational Services	1,200
City of Downey	Public Administration	878
Coca-Cola Bottling Company	Manufacturing: Bottled and Canned Soft Drinks	800
County of Los Angeles, Internal Service Department	Services: Educational Services	712
Lakewood Health Center	Services: Health Services	450

Source: City of Downey 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2018.

**PRINCIPAL EMPLOYERS**

**As of June 30, 2018**

**City of La Mirada**

<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
Norwalk-La Mirada Unified School District	Services: Educational Services	3,457
Biola University	Services: Educational Services	1,383
US Foodservice	Wholesale Groceries	650
City of La Mirada <sup>(1)</sup>	Public Administration	382
Kindred Hospital	Services: Health Services	216
Home Depot	Retail Trade: General Merchandise	180
Makita USA Inc.	Wholesale Trade: Electrical Apparatus	169
Bellwood Laundry Linen	Services: Laundry and Cleaning	167
Mirada Hills Rehabilitation	Services: Health Services	151
Imperial Convalescent Hospital	Services: Health Services	123

<sup>(1)</sup> Includes full and part-time workers.

Source: City of La Mirada 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2018.

**PRINCIPAL EMPLOYERS**

**As of June 30, 2018**

**City of Norwalk**

<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
Cerritos College	Services: Educational Services	2,095
Los Angeles County	Public Administration	2,090
Metropolitan State Hospital	Services: Health Services	1,482
Norwalk-La Mirada Unified School District	Services: Educational Services	1,474
Target	Retail Trade: General Merchandise	602
City of Norwalk	Public Administration	426
Costco Wholesale	Retail Trade: General Merchandise	318
LA County Sheriff's Department	Public Administration	310
Doty Brothers Construction	Construction: Water, Sewer and Pipeline	300
Little Lake School District	Services: Educational Services	296

Source: City of Norwalk 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2018.

**PRINCIPAL EMPLOYERS**  
**2017**  
**Los Angeles County**

<u>Employer</u>	<u>Industry</u>	<u>Employees</u>
Los Angeles County	Public Administration	108,995
Los Angeles Unified School District	Services: Education	60,015
University of California, Los Angeles	Services: Education	47,596
U.S. Government- Federal Executive Board	Public Administration	47,000
Kaiser Permanente	Services: Health Services	36,468
City of Los Angeles	Public Administration	32,987
State of California	Public Administration	28,700
University of Southern California	Services: Health Services	20,163
Northrop Grumman Corp.	Manufacturing: Industrial	16,600
Providence Health & Services So. California	Services: Health Services	15,255
Target Corp.	Retail Trade: General Merchandise	15,000
Ralphs/Food 4 Less (Kroger Co. division)	Retail Trade: Food Stores	14,970
Walt Disney Co.	Motion Picture Production and Allied Services	13,000
Albertsons/Vons/Pavilions	Retail Trade: Food Stores	13,000
Bank of America Corp.	Finance: Depository Institutions	12,500
Cedars-Sinai Medical Center	Services: Health Services	12,242
NBC Universal	Motion Picture Production and Allied Services	12,000
AT&T Inc.	Services: Communication	11,500
Home Depot	Retail Trade: Home Furniture, Furnishings and Equipment Stores	11,200
Los Angeles County MTA	Local and Suburban Transit	10,433
UPS	Motor Freight Transportation and Warehousing	10,131
Los Angeles Department of Water & Power	Electric, Gas and Sanitary Services	9,438
Wells Fargo	Finance: Depository Institutions	9,001
Boeing Co.	Manufacturing: Transportation Equipment	9,000
California Institute of Technology	Services: Education	8,702
Allied Universal	Business Services: Security Systems	8,384
ABM Industries Inc.	Business Services: Building Cleaning and Maintenance Services	8,000
Los Angeles Community College District	Services: Education	7,084
FedEx Corp.	Motor Freight Transportation and Warehousing	7,000
Long Beach Unified School District	Services: Education	6,607
California State University, Northridge	Services: Education	6,540
Dignity Health	Services: Health Services	6,274
Costco	Retail Trade: General Merchandise	6,000
Amgen Inc.	Manufacturing: Chemicals and Allied Products	5,616
SoCal Gas	Electric, Gas and Sanitary Services	5,600
Raytheon	Business Services: Computer Related	5,500

Note: The information on this list was provided by representatives of the employers themselves. Companies are ranked by the current number of full-time employees in Los Angeles County. Several additional companies may have qualified for this list, but failed to submit information or do not break out local employment data.

Source: "2018 Book of Lists," *Los Angeles Business Journal*, August 28, 2017.

## Employment

The following table summarizes the labor force, employment and unemployment figures for the years 2013 through 2017 for the Cities, the County and the State.

### CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT 2013 through 2017<sup>(1)</sup> City of Cerritos, City of Downey, City of La Mirada, City of Norwalk, County of Los Angeles and State of California

<u>Year</u>	<u>Area</u>	<u>Labor Force</u>	<u>Employment<sup>(2)</sup></u>	<u>Unemployment</u>	<u>Unemployment Rate (%)<sup>(3)</sup></u>
<b>2013</b>	City of Cerritos	23,900	22,100	1,700	7.3%
	City of Downey	55,900	51,100	4,900	8.7
	City of La Mirada	23,200	21,600	1,600	6.9
	City of Norwalk	49,800	44,800	5,000	10.0
	Los Angeles County	4,967,000	4,482,100	485,000	9.8
	State of California	18,624,300	16,958,700	1,665,600	8.9
<b>2014</b>	City of Cerritos	24,200	22,700	1,500	6.1%
	City of Downey	56,500	52,400	4,100	7.3
	City of La Mirada	23,500	22,100	1,400	5.8
	City of Norwalk	50,200	45,900	4,200	8.4
	Los Angeles County	4,992,600	4,580,300	412,300	8.3
	State of California	18,714,700	17,310,900	1,403,800	7.5
<b>2015</b>	City of Cerritos	24,200	23,100	1,200	4.9%
	City of Downey	56,500	53,200	3,300	5.9
	City of La Mirada	23,600	22,500	1,100	4.7
	City of Norwalk	50,100	46,700	3,400	6.8
	Los Angeles County	4,989,800	4,659,700	330,100	6.6
	State of California	18,851,100	17,681,800	1,169,200	6.2
<b>2016</b>	City of Cerritos	24,600	23,600	1,000	3.9%
	City of Downey	57,100	54,500	2,700	4.6
	City of La Mirada	23,900	23,000	900	3.7
	City of Norwalk	50,500	47,800	2,700	5.4
	Los Angeles County	5,041,400	4,776,700	264,800	5.3
	State of California	19,044,500	18,002,800	1,041,700	5.5
<b>2017</b>	City of Cerritos	23,600	22,800	800	3.4%
	City of Downey	57,400	55,400	2,000	3.5
	City of La Mirada	23,300	22,400	800	3.6
	City of Norwalk	49,400	47,400	2,100	4.2
	Los Angeles County	5,096,500	4,853,800	242,700	4.8
	State of California	19,205,300	18,285,500	919,800	4.8

Note: Data is not seasonally adjusted.

(1) Annual averages, unless otherwise specified.

(2) Includes persons involved in labor-management trade disputes.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department, March 2017 Benchmark.

## Industry

The Cities and the County are included in the Los Angeles-Long Beach-Glendale Metropolitan Division (the “Metropolitan Division”). The distribution of employment in the Metropolitan Division is presented in the following table for the last five years. These figures may be multi county-wide statistics and may not necessarily accurately reflect employment trends in the County.

### INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES 2014 through 2018 Los Angeles County (Los Angeles-Long Beach-Glendale Metropolitan Division)

<u>Category</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Total Farm	5,200	5,000	5,300	5,700	4,800
Total Nonfarm	4,192,600	4,285,800	4,394,600	4,448,300	4,510,100
Total Private	3,636,500	3,717,300	3,817,900	3,862,200	3,920,500
Goods Producing	493,100	497,300	496,100	490,300	491,600
Mining and Logging	3,100	2,900	2,400	2,000	1,900
Construction	118,500	126,100	133,900	138,400	146,000
Manufacturing	371,500	368,200	360,800	349,900	343,700
Durable Goods	208,800	208,200	203,400	202,100	202,900
Nondurable Goods	162,700	160,000	157,400	147,700	140,800
Service Providing	3,699,500	3,788,500	3,897,400	3,958,000	4,018,500
Private Service Providing	3,143,300	3,220,000	3,320,800	3,371,900	3,428,900
Trade, Transportation & Utilities	804,500	822,200	835,600	845,700	850,900
Wholesale Trade	219,600	222,400	222,100	221,500	222,800
Retail Trade	415,700	422,200	424,600	426,100	425,300
Transportation, Warehousing & Utilities	169,300	177,600	188,900	198,200	202,800
Information	198,900	207,600	229,400	214,900	217,400
Financial Activities	211,200	215,600	219,800	221,600	223,000
Professional & Business Services	589,100	591,000	600,100	608,800	620,000
Educational & Health Services	725,000	745,900	772,700	800,600	823,600
Leisure & Hospitality	464,100	486,600	510,000	524,600	534,300
Other Services	150,500	151,000	153,300	155,700	159,700
Government	<u>556,200</u>	<u>568,500</u>	<u>576,700</u>	<u>586,100</u>	<u>589,600</u>
Total, All Industries	<u>4,197,800</u>	<u>4,290,700</u>	<u>4,399,900</u>	<u>4,454,000</u>	<u>4,514,900</u>

Note: The “Total, All Industries” data is not directly comparable to the employment data found herein.

Source: State of California, Employment Development Department, Labor Market Information Division, Annual Average Labor Force and Industry Employment. March 2018 Benchmark.



## Commercial Activity

Summaries of annual taxable sales for the Cities and the County from 2012 through 2016 are shown in the following tables. Annualized data for 2017 is not currently available.

### ANNUAL TAXABLE SALES 2012 through 2016 City of Cerritos (Dollars in Thousands)

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2012	904	\$1,875,232	1,523	\$2,260,601
2013	907	1,917,559	1,528	2,346,046
2014	906	1,948,526	1,546	2,443,143
2015	--	2,148,559	--	2,673,762
2016	--	2,296,312	--	2,877,126

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

### ANNUAL TAXABLE SALES 2012 through 2016 City of Downey (Dollars in Thousands)

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2012	1,714	\$1,149,772	2,337	\$1,359,727
2013	1,658	1,214,673	2,265	1,449,400
2014	1,641	1,241,060	2,251	1,486,425
2015	--	1,276,437	--	1,531,254
2016	--	1,374,777	--	1,678,320

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES**  
**2012 through 2016**  
**City of La Mirada**  
**(Dollars in Thousands)**

<b><u>Year</u></b>	<b><u>Retail Permits</u></b>	<b><u>Retail Stores Taxable Transactions</u></b>	<b><u>Total Permits</u></b>	<b><u>Total Outlets Taxable Transactions</u></b>
2012	535	\$602,331	892	\$889,103
2013	537	556,392	883	850,325
2014	522	552,371	847	820,396
2015	--	589,100	--	856,167
2016	--	611,654	--	912,523

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES**  
**2012 through 2016**  
**City of Norwalk**  
**(Dollars in Thousands)**

<b><u>Year</u></b>	<b><u>Retail Permits</u></b>	<b><u>Retail Stores Taxable Transactions</u></b>	<b><u>Total Permits</u></b>	<b><u>Total Outlets Taxable Transactions</u></b>
2012	1,014	\$738,367	1,460	\$827,283
2013	934	726,517	1,346	820,931
2014	980	741,307	1,388	850,151
2015	--	709,413	--	836,616
2016	--	718,153	--	854,313

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES**  
**2012 through 2016**  
**Los Angeles County**  
**(Dollars in Thousands)**

<b><u>Year</u></b>	<b><u>Retail Permits</u></b>	<b><u>Retail Stores Taxable Transactions</u></b>	<b><u>Total Permits</u></b>	<b><u>Total Outlets Taxable Transactions</u></b>
2012	180,359	\$95,318,603	266,414	\$135,295,582
2013	179,370	99,641,174	263,792	140,079,708
2014	187,408	104,189,819	272,733	147,446,927
2015	--	108,147,021	--	151,033,781
2016	--	109,997,043	--	154,208,333

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

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## Construction Activity

The annual building permit valuations and number of permits for new dwelling units issued for 2013 through 2017, for the Cities and the County are shown in the following tables.

### BUILDING PERMITS AND VALUATIONS 2013 through 2017 City of Cerritos (Dollars in Thousands)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Valuation					
Residential	\$38,575	\$37,118	\$51,797	\$35,867	\$17,918
Non-Residential	<u>82,703</u>	<u>84,502</u>	<u>127,516</u>	<u>67,606</u>	<u>43,586</u>
Total	\$121,278	\$121,620	\$179,313	\$103,473	\$61,504
Units					
Single Family	6	2	9	4	2
Multiple Family	<u>198</u>	<u>217</u>	<u>138</u>	<u>132</u>	<u>0</u>
Total	204	219	147	136	2

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

### BUILDING PERMITS AND VALUATIONS 2013 through 2017 City of Downey (Dollars in Thousands)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Valuation					
Residential	\$393	\$3,403	\$1,666	\$11,961	\$37,355
Non-Residential	<u>92</u>	<u>0</u>	<u>70</u>	<u>15,325</u>	<u>180</u>
Total	\$485	\$3,403	\$1,736	\$27,286	\$37,535
Units					
Single Family	1	13	3	44	133
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
Total	1	13	3	44	139

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2013 through 2017**  
**City of La Mirada**  
**(Dollars in Thousands)**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Valuation					
Residential	\$7,609	\$30,213	\$5,156	\$6,241	\$34,749
Non-Residential	<u>22,562</u>	<u>6,472</u>	<u>16,345</u>	<u>55,943</u>	<u>7,828</u>
Total	\$30,171	\$36,685	\$21,501	\$62,184	\$42,577
Units					
Single Family	13	30	1	1	32
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	13	30	1	1	32

Note: Totals may not add to sum because of rounding.  
Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2013 through 2017**  
**City of Norwalk**  
**(Dollars in Thousands)**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Valuation					
Residential	\$13,322	\$10,715	\$18,892	\$25,609	\$18,042
Non-Residential	<u>14,377</u>	<u>6,282</u>	<u>13,112</u>	<u>15,325</u>	<u>5,110</u>
Total	\$27,699	\$16,997	\$32,004	\$40,934	\$23,152
Units					
Single Family	9	1	2	16	9
Multiple Family	<u>0</u>	<u>0</u>	<u>4</u>	<u>27</u>	<u>35</u>
Total	9	1	6	43	44

Note: Totals may not add to sum because of rounding.  
Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2013 through 2017**  
**Los Angeles County**  
**(Dollars in Thousands)**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Valuation					
Residential	\$4,743,955	\$5,509,418	\$6,383,036	\$6,575,607	\$7,368,352
Non-Residential	<u>4,326,366</u>	<u>6,657,571</u>	<u>5,645,372</u>	<u>5,287,623</u>	<u>6,037,503</u>
Total	\$9,070,321	\$12,166,989	\$12,028,408	\$11,863,230	\$13,405,855
Units					
Single Family	3,607	4,358	4,487	4,780	5,456
Multiple Family	<u>13,243</u>	<u>14,349</u>	<u>18,405</u>	<u>15,589</u>	<u>17,023</u>
Total	16,850	18,707	22,892	20,369	22,479

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

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## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

#### **General**

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated "AA+" by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on



DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## APPENDIX F

### LOS ANGELES COUNTY INVESTMENT POOL

*The following information concerning the Los Angeles County Treasury Pool (the “Treasury Pool”) has been provided by the Treasurer, and has not been confirmed or verified by the District or the Underwriter. The District and the Underwriter have not made an independent investigation of the investments in the Treasury Pool and have made no assessment of the current County investment policy. The value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the County Board of Supervisors may change the County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Finally, neither the District nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Additional information regarding the Treasury Pool may be obtained from the Treasurer at [www.ttc.lacounty.gov](http://www.ttc.lacounty.gov); however, the information presented on such website is not incorporated herein by any reference.*

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§ \_\_\_\_\_  
**CERRITOS COMMUNITY COLLEGE DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2019C**

**PURCHASE CONTRACT**

\_\_\_\_\_, 2019

Board of Trustees  
Cerritos Community College District  
11110 Alondra Boulevard  
Norwalk, California 90650

Ladies and Gentlemen:

Morgan Stanley & Co. LLC offers to enter into this Purchase Contract (the “Purchase Contract”) with the Cerritos Community College District (the “District”), which, upon the acceptance hereof by the parties thereto, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Resolution (defined below).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined herein) pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Contract, and (iv) the District has consulted with its own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ aggregate initial principal amount of the District’s Election of 2012 General Obligation Bonds, Series 2019C (the “Bonds”). The Bonds shall be dated the date of delivery thereof and shall be issued as current interest bonds, such that interest thereon shall be payable on each February 1 and August 1, commencing August 1, 2019. The Bonds shall be paid at maturity (unless earlier redeemed) as

shown in Exhibit A hereto. The final maturity dates, interest rates, yields and redemption provisions of the Bonds are shown in Exhibit A hereto, which exhibit is incorporated by reference herein.

The Underwriter shall purchase the Bonds at a price of \$\_\_\_\_\_ (which is equal to the principal amount of such Bonds of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_, and less an underwriting discount of \$\_\_\_\_\_).

2. **The Bonds.** The Bonds shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of resolutions of the District adopted on May 1, 2019 (the “Resolution”), this Purchase Contract and Section 53506 *et seq.* of the California Government Code (the “Act”).

The Bonds shall bear CUSIP numbers, and shall be in fully registered book-entry form, without coupons, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) Principal Amount, or any integral multiple thereof. U.S. Bank National Association shall act as agent of the Treasurer and Tax Collector of Los Angeles, the appointed paying agent for the Bonds (collectively, the “Paying Agent”).

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate (as defined herein), this Purchase Contract, the Preliminary Official Statement (as defined herein), Official Statement, the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract. For all purposes herein, the terms Preliminary Official Statement and Official Statement shall be deemed to include the cover page and all appendices, exhibits, maps, reports and statement included in such Preliminary Official Statement or Official Statement, or attached thereto.

4. **Establishment of Issue Price.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) The District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds.

(c) Except as set forth in Appendix A, the Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2019 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the sale of the Bonds. The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (the “Rule”).

The Underwriter agrees that prior to the time the final Official Statement (as defined herein) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined herein).

6. **Closing.** At 9:00 A.M., California Time, on \_\_\_\_\_, 2019 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of

DTC in New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel, in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price set forth in Section 1 hereof in immediately available funds by wire transfer to the account or accounts designated by the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a community college district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, to adopt the Resolution and approve the Official Statement, to execute and deliver the Bonds, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, constitute valid and legally binding obligations of the District, subject to limitations on the enforcement thereof imposed by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required, or is required and has not been taken or obtained, in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract or the Continuing Disclosure Certificate, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, excepting herefrom such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection or levy of *ad valorem* taxes contemplated by the Resolution available to pay the principal of and interest on the Bonds, or the pledge of funds on deposit in the Debt Service Fund for the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate, the Resolution or the pledge of funds on deposit in the Debt Service Fund for the Bonds, or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, the Continuing Disclosure Certificate, or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Contract, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from State personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, and no other person will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(h) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement in Appendix C. Except as disclosed in the Official Statement, the District has not, within the past five years, fail to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of material events.

(i) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the Closing, the final Official Statement (and any supplements thereto) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary



Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(j) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Los Angeles (the “County”) or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector a copy of the District Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(k) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(l) Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution and delivery of, and performance of the District’s obligations under and compliance with the provisions of, this Purchase Contract, the Resolution and the Bonds, do not conflict with or constitute on the part of the District a violation of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject.

(m) Breach/Default. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition of the District has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing.

8. **Representations and Agreements of the Underwriter.** The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

9. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Preliminary Official Statement with such changes, if any, shall be referred to herein as the “Official Statement”) in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, respectively, until the date which is twenty five (25) days following the Closing;

(e) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the

District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing.

10. **Conditions to Closing.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter’s obligations under this Purchase Contract are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True; Full Compliance. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing, and the District shall be in compliance with each of the agreements made by it pursuant to this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Continuing Disclosure Certificate, and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, shall be pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, is materially adversely affected, in the evidenced judgment of the Underwriter, by the occurrence of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939 as amended;

(2) legislation enacted by the legislature of the State or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national or international emergency, calamity or crisis that interrupts or causes discord to the operation of the financial markets or otherwise in the United States or elsewhere;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of minimum or maximum prices or any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the changes to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated

hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status to any rating of the District's outstanding indebtedness by a national rating agency;

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

(10) the suspension by the SEC of trading in the outstanding securities of the District;

(11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(12) the occurrence of a material disruption in securities settlement payment or clearance services; or

(13) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing and satisfactory in form and substance to the Underwriter:

(1) Opinions.

(i) The approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the form set forth in the Preliminary Official Statement and the Official Statement.

(ii) A supplemental opinion of Bond Counsel, dated the Closing and addressed to the District and the Underwriter, substantially to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS”, “LEGAL MATTERS – Continuing Disclosure – Current Undertaking” and “TAX MATTERS,” to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Certificate, and Bond Counsel’s opinion regarding the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices \_\_, \_\_, \_\_ and \_\_ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District’s compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “MISCELLANEOUS – Underwriting”; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption “MISCELLANEOUS - Ratings”;

(B) the Continuing Disclosure Certificate and this Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iii) Disclosure Counsel Letter. A letter of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the date of Closing and addressed to the District, substantially to the effect that based on such counsel’s participation in conferences with representatives of the Underwriter and its counsel, the municipal advisor to the District, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel’s attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date

contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that such counsel need not express any opinion with respect to (i) any information contained in Appendices \_\_, \_\_, \_\_ and \_\_ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, tables, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “MISCELLANEOUS – Underwriting”; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption “MISCELLANEOUS – Ratings”);

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (10)(e)(1)(i) above;

(3) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Continuing Disclosure Certificate and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement did not as of its date, and does not as of the Closing, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Resolution;

(4) Arbitrage. A nonarbitrage and tax certificate of the District in form satisfactory to Bond Counsel;

(5) Ratings. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “\_\_\_” and “\_\_\_” by S&P Global Ratings and Moody’s Investors Service, as applicable (or such other equivalent rating as such rating

agencies may give), and (ii) that any such ratings have not been revoked or downgraded;u

(6) District Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary to the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(9) Underwriter's Counsel Opinion. An opinion of Norton Rose Fulbright US LLP, counsel to the Underwriter, dated as of the Closing, and in a form and substance satisfactory to the Underwriter; and

(10) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, to the best of the Paying Agent's knowledge, no litigation is pending or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.



If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** (a) To the extent the transactions contemplated herein are consummated, the District shall pay, and the Underwriter shall be under no obligation to pay, the costs of issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's Bond Counsel, Disclosure Counsel and Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees, if any, for Bond ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (v) the initial fees of the Paying Agent and Fiscal Agent (as defined herein); (vi) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Underwriter to wire a portion of the purchase price for the Bonds equal to \$\_\_\_\_\_ to U.S. Bank National Association, as agent of the District for the payment of such costs (in such capacity, the "Fiscal Agent").

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(a)(vi) above that are attributable to District personnel.

(d) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to Cerritos Community College District, 11110 Alondra Boulevard, Norwalk, California 90650, attention: Felipe Lopez, Vice President of Business Services/Assistant Superintendent, or if to the Underwriter, Morgan Stanley & Co. LLC, 1999 Avenue of the Stars, Suite 2400, Los Angeles, California 90067, attention: Karma Pemba, Executive Director.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

**MORGAN STANLEY & CO. LLC**

By: \_\_\_\_\_  
Authorized Officer

The foregoing is hereby agreed to and accepted at \_\_\_\_\_, California Time, as of the date first above written:

**CERRITOS COMMUNITY COLLEGE DISTRICT**

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

**APPENDIX A**

**INITIAL PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS, MATURITIES, AND REDEMPTION PROVISIONS**

\$ \_\_\_\_\_  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2019C**

\$ \_\_\_\_\_ **Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the Price Rule</u>
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\$ \_\_\_\_\_ **Term Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the Price Rule</u>
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<sup>(1)</sup> Yield to call at par on August 1, 20\_\_.

## Redemption

**Optional Redemption.** The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, without premium, together with interest accrued thereon to the date of redemption.

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

**Redemption Date**  
**(August 1)**

**Principal Amount**

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<sup>(1)</sup> Maturity.

**APPENDIX B**  
**FORM OF ISSUE PRICE CERTIFICATE**