



CERRITOS COLLEGE
BOARD BOOK

DECEMBER 12, 2018



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

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

Wednesday, December 12, 2018 at 6:30 p.m.

CALL TO ORDER:

Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

James Cody Birkey, Member
Trustee Area 3

Dr. Shin Liu, Board Vice President
Trustee Area 5

Marisa Perez, Member
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

Dr. Sandra Salazar, Member
Trustee Area 6

Carmen Avalos, Member
Trustee Area 2

Phil Herrera
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

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

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

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

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

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Approval to Cancel the Regular Meeting Scheduled on Wednesday, December 12 at 7:00 p.m.**

It is recommended that the Board of Trustees approve to cancel the Regular Meeting scheduled on Wednesday, December 12 at 7:00 p.m. due to the fact that a special meeting was scheduled on Wednesday, December 12 at 6:30 p.m.

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

<i>COMMENTS FROM THE AUDIENCE</i> (Government Code Section 54954.3)
The Board of Trustees welcomes public comment on issues within the jurisdiction of the college. Public comment request cards must be completed and returned to the secretary prior to the start of the meeting. Late arrivals will not be permitted to speak. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker.

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

<i>CLOSED SESSION: 6:30 p.m.</i> <i>Please note: Open Session will commence at 7:00 p.m.</i>
<ol style="list-style-type: none"> 4. Public Employee Employment (GC #54957) <ol style="list-style-type: none"> A. Instructional Dean of Liberal Arts Division B. Captain of Campus Police C. Vice President of Student Services/Assistant Superintendent 5. Consideration of Employment of Categorically Funded Deputy Sector Navigator positions 6. Potential Exposure to Litigation (One Case) (GC #54956.9) 7. Public Employee Discipline/Dismissal/Release (GC #54957) <ol style="list-style-type: none"> A. Case #: 80411114 B. Case #: 36771005 8. Significant exposure to litigation pursuant to Government Code Section 54956.9 paragraph (3) of subdivision (e) Claimant: Blandford Amy, Cardenas Natalie, Camberos-Tharp Casey

Agency Claimed Against: Cerritos Community College District

9. 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)

10. Return from Closed Session at 7:00 p.m.

11. Invocation

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

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.

ORGANIZATIONAL MEETING

12. Swearing In of Re-Elected and Newly Elected Trustees

Installation of Re-Elected Board Members

- James Cody Birkey
- Zurich Lewis
- Dr. Shin Liu

13. Election of Board Officers (President, Vice President and Clerk)

It is recommended that the current Board President conduct the organizational meeting through the official election of the 2019 Board President. The 2019 Board President will then conduct the remainder of the meeting including the election of the Vice President and the Clerk of the Board.

14. Consideration of Regular Meeting Dates of the Cerritos Community College District Board of Trustees

It is recommended that the attached dates be approved for the 2019 regular Board meetings.

15. Consideration of Election of Annual Representative to the Los Angeles County School Trustees Association for 2019

It is recommended that the Board of Trustees elect an Annual Representative to the Los Angeles County School Trustees Association for 2019.

16. Information Item: Board Policy 2715 – Code of Ethics/Standards of Practice

Board Policy 2715 – Code of Ethics/Standards of Practice incorporates a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code. The policy states that it is to be reviewed during the organizational meeting following Board member elections.

OPEN SESSION AGENDA

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

The Board of Trustees will recognize Kristen Towhid, Program Assistant, as Classified Employee of the Month for October 2018.

18. Public Hearing: Presentation of the Addendum to the March 28, 2018, Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2018 - June 30, 2021, and Public Comment

In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer. The addendum to the March 28, 2018, initial bargaining proposal of CSEA, Chapter #161, was first made public at the November 14, 2018, meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.

CONSENT CALENDAR ITEMS

Agenda Items 19-31 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.

19. College and Career Access Pathways Partnership Agreement with Downey Unified School District

It is recommended that the Board of Trustees approve Cerritos College's College and Career Access Pathways Partnership (CCAP) agreement with Downey Unified School District. There is no fiscal impact.

20. College and Career Access Pathways Partnership Agreement with Norwalk La Mirada Unified School District

It is recommended that the Board of Trustees approve Cerritos College's College and Career Access Pathways Partnership (CCAP) agreement with Norwalk La Mirada Unified School District. There is no fiscal impact.

21. Acceptance of a Grant from the California Governor's Office of Emergency Services (Cal OES)

It is recommended that the Board of Trustees approve the acceptance of the California Governor's Office of Emergency Services' (Cal OES) Campus Sexual Assault Program, which will run from January 1, 2019 – December 31, 2019. Cerritos College will receive a one-time grant award to be utilized between January 1, 2019 through December 31, 2019, for an amount not to exceed \$200,000. The funds will be used to implement the grant work plan to support a comprehensive Campus Sexual Assault Program. No district funds will be spent. The grant requires maintaining a Sexual Assault Counselor from a local Cal OES Rape Crisis Center Program on the campus, promoting the availability of the services, a joint police/sexual assault Counselor response to reported incidents of sexual assault, and training for police/safety officers, campus investigatory personnel, staff, and faculty. Cerritos College must contract with a local Cal OES-funded Rape Crisis (RC) Program to fund at least one full-time equivalent (FTE) Sexual Assault Counselor. A contract was sent and signed by the YWCA of Greater Los Angeles for \$69,231.00.

22. Sub-Contractor Agreement with Fremont Union High School District on behalf of Fremont 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 Fremont Union High School District on behalf of Fremont 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. Contract with Randal Morales for Project Manager Services for the Strong Workforce Program

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

24. Contract with Venea Meyer-Everhart for College Outreach Coordinator Services for the Strong Workforce Program

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

25. Contract with Phytorion, Inc. for Services to Implement the Student Data Warehouse – Phase 3.1

It is recommended that the Board of Trustees approve the contract with Phytorion, Inc. for services to implement the Student Data Warehouse – Phase 3.1. The total sum shall be for the not-to-exceed amount of \$80,000. Funding for services to implement the Student Data Warehouse – Phase 3.1 will be allocated from Capital Outlay funds.

26. Resolution Nos. 18-1212A and 18-1212B Authorizing Specified Employees of the Cerritos Community College District to Approve Notices of Employment, Contracts, and Orders for Salary or Commercial Payments in the LACOE Financial System for the Period January 1, 2019 to December 31, 2019

It is recommended that the Board of Trustees approve Resolution Nos. 18-1212A and 18-1212B authorizing specified employees of the Cerritos Community College District to approve notices of employment, contracts, and orders for salary or commercial payments in the LACOE financial System for the Period January 1, 2019 to December 31, 2019. No general funds will be used.

27. Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2018

It is recommended that the Board of Trustees receive and accept the copy of the 2017-18 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates. There is no fiscal impact.

28. Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2018

It is recommended that the Board of Trustees receive and accept the copy of the 2017-18 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP. There is no fiscal impact.

29. Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2018

It is recommended that the Board of Trustees receive and accept the 2017-18 fiscal year audit report for Cerritos Community College District as presented by the audit firm of CliftonLarsonAllen LLP. Reduction in General Apportionment revenue of \$117,183.65 due to over reporting of FTES related to Daily Student Contact Hours and Weekly Student Contact Hours (22.75 FTES x \$ Credit FTES \$5,150.93 = \$117,183.65)

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

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

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

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

INFORMATION ITEMS

Agenda Item 32 is presented as an Information Item.

32. Acknowledgement of Receipt of the Addendum to the March 28, 2018, Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2018 - June 30, 2021

It is recommended that the District acknowledge receipt of the attached addendum to the March 28, 2018, initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021. The financial implications are contingent on the results of negotiations.

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

The Board of Trustees will return to closed session if necessary.

33. Public Employee Employment (GC #54957)

- A. Instructional Dean of Liberal Arts Division
- B. Captain of Campus Police
- C. Vice President of Student Services/Assistant Superintendent

34. Consideration of Employment of Categorically Funded Deputy Sector Navigator positions

35. Potential Exposure to Litigation (One Case) (GC #54956.9)

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

- C. Case #: 80411114
- D. Case #: 36771005

37. Significant exposure to litigation pursuant to Government Code Section 54956.9 paragraph (3) of subdivision (e)

Claimant: Blandford Amy, Cardenas Natalie, Camberos-Tharp Casey
Agency Claimed Against: Cerritos Community College District

38. 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)

39. Adjournment

***The Next Business Meeting of the Board of Trustees is set for
Wednesday, January 16, 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 December 11, 2018 at 5:15 p.m., as required by law.

Dr. Jose Fierro, President/Superintendent

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Election of Board Officers (President, Vice President and Secretary)
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ACTION

1. It is recommended that the current Board President conduct the December 12, 2018 meeting through the official election of the 2019 Board President.
2. The 2019 President will then conduct the remainder of the meeting including the election of the Vice President and the Clerk of the Board.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

Education Code Section 72000 requires the governing board of each community college district to hold an annual organization meeting. The annual organization meeting shall be within a 15-day period following the first Friday in December.

The Board is required by Education code Section 72000 to elect a President and a Clerk of the Board from its members. In addition, Cerritos College Board of Trustees has elected a Vice President to fulfill the duties of the President when the President is not in attendance.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

FROM:

Dr. Jose Fierro
President/Superintendent

**SUBJECT: Consideration of Regular Meeting Dates of the Cerritos Community
 College District Board of Trustees**

ACTION

It is recommended that the dates listed below be approved for the 2018 regular Board meetings.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

Education Code Section 72002 requires every community college board to hold monthly meetings at such times as may be provided in the rules and regulations adopted by them.

The following dates for regular and study session meetings are suggested for 2018. Meetings will start at 7:00 p.m. unless otherwise noted.

January 16	May 1	September 18*
February 6	May 15*	October 2
February 20*	June 5	October 16*
March 6	June 19*	November 6
March 20	July 17	December 11
April 3	August 7	
April 17*	September 4	

* **Board Study Session**

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Election of Annual Representative to the Los Angeles County School Trustees Association for 2019
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ACTION

It is recommended that the Board of Trustees elect an Annual Representative to the Los Angeles County School Trustees Association for 2019.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Los Angeles County School Trustees Association is an organization of school board members created in 1937 by the County Superintendent of Schools. About 90 percent of the 93 school and community college districts in Los Angeles County, as well as the County Board of Education, are members of LACSTA.

Under the auspices of the Los Angeles County Office of Education, LACSTA provides school board members with training, information and networking opportunities. LACSTA also cooperates with the California School Boards Association and other organizations for the betterment of education.

On an annual basis, Cerritos College designates a Board representative to the Los Angeles County School Trustees Association. The role of the representative is to:

- a. vote on all Association matters
- b. communicate between the Executive Board, the Association, and the local Board

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: **December 12, 2018**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Information Item: Board Policy 2715 – Code of Ethics/Standards of Practice
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ACTION

This item is presented for information only.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

Board Policy 2715 – Code of Ethics/Standards of Practice incorporates a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code. The policy states that it is to be reviewed during the organizational meeting following Board member elections.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Board Policy 2715 – Code of Ethics/Standards of Practice

Board of Trustees

1 BP 2715 CODE OF ETHICS/STANDARDS OF PRACTICE

2 References:

3 Accreditation Standards IV.B.1.a, e, and h

4 The Board of Trustees is elected as the governing body of the Cerritos Community
5 College District and is responsible to the electors for the general conduct of the college.

6 The Cerritos Governing Board members recognize that it is not their function, either
7 individually or collectively, to actively engage in the administration of the District and
8 understand that to do so or even give the appearance of doing so, can erode the trust
9 and mutual respect which are the cornerstones of successful Board/Superintendent
10 relationships.

11 Each Member of the Board of Trustees of Cerritos Community College District will:

- 12 1. Hold the educational welfare of the students as his/her primary concern, keeping
13 in mind what is best for the entire institution, not for specific or specialized
14 interests.
- 15 2. Establish a climate of mutual respect and trust even though legitimate differences
16 of opinion may exist among Board Members.
- 17 3. Recognize and actively communicate that Trustee authority to act on behalf of
18 the College rests only with the entire Board assembled in a legally constituted
19 meeting. Board members will make no personal promises of Board action nor
20 take any private action inconsistent with that reality.
- 21 4. Be aware that a Trustee is responsible to all citizens of the community. The
22 authority delegated to the Trustees by the voters must be exercised with as much
23 care and concern for the least influential as for the most influential member of the
24 community.
- 25 5. Acknowledge the Ralph N. Brown Act and conduct its meetings in open session,
26 unless, in the judgment of the Board and only for those purposes permitted by
27 law, it is more appropriate to hold a closed session.
- 28 6. Welcome and encourage the active involvement of students, faculty, staff, and
29 citizens of the District with respect to establishing policy on current college
30 operation and proposed future developments. Board members shall consider the
31 viewpoint of these groups in their deliberation and decision.
- 32 7. Be encouraged to enhance his/her ability to function effectively as a Trustee
33 through devotion of time to study contemporary educational issues, as well as
34 attendance at professional workshops or conferences.
- 35 8. Keep confidential all matters discussed in closed session. They shall not divulge
36 or release such information outside closed session to any staff member or
37 member of the public, unless a majority of Board members agree to release the

38 information, subject to applicable laws. This section shall not prevent the release
39 of information about the purpose and subject(s) of the closed session as required
40 for public information under Government Code, Section 54957.7.

41 9. Promote a healthy working relationship with the President/Superintendent and
42 his or her staff by:

43 a. Supporting a cohesive and responsible administration and maintaining a
44 climate of no surprises.

45 b. Supporting District personnel in the appropriate performance of their
46 duties and ensuring that they have the requisite responsibility and
47 necessary authority to perform effectively.

48 c. Sharing all concerns, complaints and recommendations, as appropriate,
49 with other Board members and the President/ Superintendent, as the
50 Brown Act allows.

51 10. Recognize that contacts with the media are primarily handled by the
52 Superintendent/President and/or Board President.

53 11. Recognize that under all circumstances that the Board is legally responsible for
54 the effective operation of the District. Its primary function is to establish the
55 policies by which Cerritos Community College is to be administered and assure
56 its fiscal stability.

57 12. The Board shall hold the Superintendent/President and his/her administrative
58 staff accountable for the administration of the educational program and the
59 conduct of college business.

60 13. Avoid any situation that may constitute a conflict of interest and disqualify him/her
61 from participating in decisions in which he/she has a financial interest. Conflicts
62 of interest relate not only to the individual Trustee but also to his or her family
63 and business partners.

64 14. Participate in a self-evaluation of the Board and use that evaluation to formulate
65 Board goals and objectives for the upcoming year.

66 15. ENFORCEMENT

67 a. The majority of the Board reserves the right to censure any Board member
68 who does not adhere to the confidentiality of closed sessions or engages
69 in any unethical conduct.

70 b. Censure is an official expression of disapproval passed by the Board of
71 Trustees. A Board member may be subject to a resolution of censure by
72 the Board of Trustees should it be determined the Trustee misconduct has
73 occurred.

74 c. A complaint of Trustee misconduct will be referred to the Board President.
75 The Board President will appoint an ad hoc committee of three Trustees
76 not associated with the complaint to conduct an investigation and review
77 of the matter. In the event the complaint involves the Board President,
78 another officer of the Board shall form the ad hoc committee. A thorough
79 fact finding process, formulated in a manner deemed appropriate by the
80 committee, shall be initiated. The committee shall be guided in its inquiry
81 by the standards set forth in this policy and shall complete their inquiries
82 within a reasonable period of time.

83 d. The Trustee subject to the charge of misconduct shall not be precluded
84 from presenting information to the committee.

85 e. The committee shall, within a reasonable period of time, make a report of
86 its findings to the Board of Trustees for action.

87 16. Board members who are found by a majority of the Board to have acted
88 unethically or to have violated this policy may be subject to reprimand, possible
89 exclusion from closed sessions, public censure, referral to the District Attorney
90 for criminal prosecution, or other action as determined by the Board.

91 17. This policy will be reviewed during the organizational meeting following Board
92 member elections.

93 Office of Primary Responsibility: President/Superintendent

Date Adopted: December 12, 2007

(Replaces former Cerritos College Policies 1002, 1005, and 1006)

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY: _____
Carla Yorke
Dual Enrollment Manager

SUBJECT: Consideration of Approval of College and Career Access Pathways Partnership Agreement with Downey Unified School District
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ACTION

It is recommended that the Board of Trustees approve Cerritos College’s College and Career Access Pathways Partnership (CCAP) agreement with Downey Unified School District.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

In October 2015, Assembly Bill 288 was passed authorizing the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

As a condition of, and before adopting a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, will present the CCAP agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, will take comments from the public and approve or disapprove the proposed CCAP agreement.

The Board of Trustees received and accepted Cerritos College’s College and Career Access Pathways Partnership (CCAP) agreement at its April 11, 2018 meeting. The agreement was presented as an informational item to the Downey School District on October 4, 2018, and was returned for public discussion and approval at the November 13, 2018 meeting.

The agreement with Downey Unified School District is now ready for approval by the Cerritos College Board of Trustees. An agreement with ABC Unified School District was approved by the board at its June 6, 2018 meeting, and an agreement with Bellflower Unified School District was approved by the board at its July 18, 2018 meeting.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

College and Career Access Pathways Partnership Agreement



Cerritos College

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

DOWNEY UNIFIED SCHOOL DISTRICT

Cerritos Community College District (“COLLEGE DISTRICT”) and **Downey Unified School District** (hereinafter “SCHOOL DISTRICT”) agree to the following College and Career Access Pathways Partnership Agreement (“CCAP”) regarding the operation of dual enrollment courses (hereinafter “Dual Enrollment Course Program”) on SCHOOL DISTRICT campuses.

RECITALS

WHEREAS, Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and

WHEREAS, participation in this CCAP Partnership Agreement is consistent with the COLLEGE DISTRICT core mission pursuant to Education Code Section 66010.4; and

WHEREAS, various operational aspects of this CCAP Partnership Agreement is incorporated in Exhibit "A" attached hereto, the provisions of which establish adherence to various education code requirements pertaining to, among other things, allowances, apportionments, and enrollment; and

WHEREAS, the parties desire to enter this CCAP Partnership Agreement, which sets forth their mutual right and responsibilities and governs their relationship regarding the Dual Enrollment Course Program.

NOW, THEREFORE, the SCHOOL DISTRICT and the COLLEGE DISTRICT each agree to the following terms in this CCAP Partnership Agreement:

1. ADMISSIONS AND REGISTRATION

1.1 Admissions and registration shall be coordinated by the Administrative Liaison in section 4.3 hereof and applicable policies and procedures established by the COLLEGE DISTRICT.

1.2 Prior to registering for a dual enrollment course, students shall complete and submit a Special Admit/College Bridge Application provided as Exhibit B attached to this Agreement.

1.3 The SCHOOL DISTRICT shall pay the total cost of books and materials for students who enroll in a dual enrollment course.

1.4 Registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the course offered. If the SCHOOL DISTRICT cannot fill to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

1.5 SCHOOL DISTRICT shall be responsible for the payment of the activities fees for students who enroll in dual enrollment courses as listed under Exhibit C.

1.6 All dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.

1.7 Priority enrollment and registration for SCHOOL DISTRICT students that are enrolling in the CCAP Partnership Agreement that is equivalent to SCHOOL DISTRICT students who attend a middle college high school.

2. COURSES

2.1 The Dual Enrollment Course program courses offered in the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus. The dual enrollment course taught at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT. The Dual Enrollment courses are described in Exhibit C attached to this Agreement.

2.2 Courses offered in the SCHOOL DISTRICT shall be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. The COLLEGE DISTRICT is responsible for these dual enrollment courses.

2.3 Courses offered in the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.

2.4 Site visits by one or more representatives of the COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE DISTRICT campus.

2.5 This CCAP Partnership Agreement lists the courses that the COLLEGE DISTRICT will offer on the SCHOOL DISTRICT'S campus(es). Each course is offered to 1) prepare students for transfer; 2) improve high school graduation rates; 3) help high school pupils achieve college and career readiness; or 4) offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses will be offered.

2.6 The COLLEGE DISTRICT will not offer courses that are oversubscribed or has a waiting list in this CCAP Partnerships Agreement.

2.7 SCHOOL DISTRICT students are allowed to take up to 15 units per term if all of the following are satisfied:

- a) the units are no more than four COMMUNITY COLLEGE courses per term.
- b) the units are part of an academic program that is part of a CCAP partnership agreement
- c) the units are part of an academic program designed to award SCHOOL DISTRICT students both a high school diploma and an AA degree or a certificate or a credential.

2.8 SCHOOL DISTRICT students participating in this CCAP Partnership Agreement will not cause otherwise eligible adults to be displaced from COMMUNITY COLLEGE courses.

2.9 Any remedial course taught by COMMUNITY COLLEGE faculty at the SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT students who do not meet their grade level standard in math, English, or both, (below 9th grade level), as determined by the SCHOOL DISTRICT. The COMMUNITY COLLEGE and SCHOOL DISTRICT faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

2.10 If the governing board of the COLLEGE DISTRICT is planning to offer a Career Technical Education program for dual enrollment, prior to establishing the program, the COLLEGE DISTRICT shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program.

3. FACULTY

3.1 Dual enrollment faculty shall be COLLEGE DISTRICT approved teachers. All courses offered under this CCAP Agreement shall be taught by faculty employed by the COLLEGE DISTRICT. The COLLEGE DISTRICT shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring. If applicable to the SCHOOL

DISTRICT, the SCHOOL DISTRICT is responsible for reporting obligations to the County Office of Education, and for federal teacher quality mandates and/or California credential rules.

3.2 The SCHOOL DISTRICT and the COLLEGE DISTRICT will comply with local collective bargaining agreements, and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a dual enrollment course offered for high school credit.

3.3 The COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty. The COLLEGE DISTRICT shall also be solely responsible to carry and maintain Workers' Compensation coverage for dual enrollment faculty reflecting statutory limits with employer's liability limits of \$1,000,000 at minimum.

3.4 Faculty provided by the SCHOOL DISTRICT shall meet the Dual Enrollment Course Program minimum qualifications or equivalency established by the COLLEGE DISTRICT based on Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. The COLLEGE DISTRICT shall have the primary right to control and direct the activities of faculty provided by the SCHOOL DISTRICT while they are providing instruction in dual enrollment courses.

3.5 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE DISTRICT shall be ineligible to teach dual enrollment courses

3.6 Faculty performance shall be evaluated by the COLLEGE DISTRICT using the adopted evaluation process and standards for part-time faculty of the COLLEGE DISTRICT.

3.7 If necessary, substitute Faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.

3.8 No COMMUNITY COLLEGE instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by the COMMUNITY COLLEGE to teach any course on any SCHOOL DISTRICT campus. All COMMUNITY COLLEGE faculty teaching courses under this Agreement shall meet all required minimum qualifications and conditions, including clearance through a Live Scan process. Both SCHOOL DISTRICT and COLLEGE DISTRICT shall require clearance of their respective criminal background screenings prior to the commencement of work specified in Section 3.8 herein; further, both shall maintain and actively monitor their respective criminal status change updates issued by their respective established law enforcement agencies, including but not limited to the California State Department of Justice and such other state and federal agencies used in the course of their respective pre- and ongoing-employment screenings.

3.9 A COMMUNITY COLLEGE instructor teaching a course at the SCHOOL DISTRICT campus will not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on the SCHOOL DISTRICT campus.

3.10 A SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus will not displace or resulted in the termination of an existing COMMUNITY COLLEGE faculty teaching the course at the partnering community college campus.

3.11 The COLLEGE DISTRICT has documentation that instruction claimed for apportionment under the agreement/contract is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors need to provide the supervision and control necessary for the protection of the health and safety of students, and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within lineof sight of the students. California Code Regs., tit. 5, §§ 58050, 58051, 58056, 58058 a.

3.12 Where the instructor is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT has an additional written agreement/contract with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COLLEGE DISTRICT and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., tit. 5, § 58058(b). The COLLEGE DISTRICT must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on campus instructor.

4. LIAISON

4.1 The COLLEGE DISTRICT shall appoint an academic department administrator who will serve as Academic Liaison or as assigned by COLLEGE DISTRICT, and who will approve all dual enrollment instructors in consultation with the academic department of the COLLEGE DISTRICT. The Academic Liaison shall provide initial training and COLLEGE DISTRICT performance evaluations for dual enrollment faculty.

4.2 The Academic Department Liaison will also keep dual enrollment faculty informed of new Dual Enrollment Course Program curriculum developments, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components.

4.3 The COLLEGE DISTRICT shall appoint an administrator who will serve as the Administrative Liaison. The Administrative Liaison shall conduct site visits and strengthen

communication between essential elements of the SCHOOL DISTRICT, the COLLEGE DISTRICT, and their respective academic and student affairs departments.

5. FEES

5.1 SCHOOL DISTRICT students enrolled in courses offered through this CCAP agreement shall not be assessed or charged a fee, including a fee charged to a student, or a student's parent/guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course.

5.2 SCHOOL DISTRICT students enrolled in courses offered through this CCAP Partnership Agreement shall be exempt from the following community college fee requirements (1) Student Representation Fee, (2) Nonresident Tuition Fee, (3) Transcript Fees, (4) Course Enrollment Fees, (5) Apprenticeship Course Fees, and (6) Child Development Center Fees.

6. ON-SITE SUPERVISION

6.1 Dual enrollment courses and students shall be under the direct supervision of the site administrator designated by the COLLEGE DISTRICT as the SCHOOL DISTRICT's Representative.

7. STUDENTS

7.1 Students must meet all Dual Enrollment Course Program COLLEGE DISTRICT prerequisite requirements as established by the COLLEGE DISTRICT and stated in the COLLEGE DISTRICT catalog before enrolling in a dual enrollment course.

7.2 Grades earned by students enrolled in dual enrollment courses will be posted on official COLLEGE DISTRICT transcripts.

7.3 Students enrolled in dual enrollment courses will be directed to the official catalogue of the COLLEGE DISTRICT.

7.4 Students enrolled in dual enrollment courses will be eligible for student support services, provided by the SCHOOL DISTRICT and the COLLEGE DISTRICT itself.

7.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE DISTRICT credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE DISTRICT deadlines.

7.6 A dropped class within the COLLEGE DISTRICT drop date will not appear on the high school transcript as a COLLEGE DISTRICT course. A student may complete the course to receive high school credit. A drop date for a dual enrollment course is established by all published COLLEGE DISTRICT deadlines.

7.7 In developing the educational program created under this CCAP, the SCHOOL DISTRICT and the COLLEGE DISTRICT shall make assessments as to whether the participating

SCHOOL DISTRICT students have the ability to benefit from the courses offered in this agreement. The following criteria in making this assessment is:

- a) students will take the COLLEGE DISTRICT assessment test (when applicable and if compliant with Education Code established by AB 705 of 2017.)
- b) student's high school GPA
- c) student's high school transcript

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement as students on the COLLEGE DISTRICT campus.

8.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus COLLEGE DISTRICT sections.

8.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus COLLEGE DISTRICT sections.

8.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus COLLEGE DISTRICT sections.

9. EVALUATION

9.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT may conduct end-of-term student evaluations for each dual enrollment course offered in the SCHOOL DISTRICT in accordance with established guidelines.

9.2 The COLLEGE DISTRICT and the SCHOOL DISTRICT may survey and collect data on students and alumni of dual enrollment courses after they graduate from the SCHOOL DISTRICT.

9.3 The COLLEGE DISTRICT and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT instructors, principals, and guidance counselors.

9.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

10. RECORDS

10.1 Records of student attendance, grades and achievement for all SCHOOL DISTRICT students who enroll in a dual enrollment course shall be maintained by the SCHOOL DISTRICT and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

11. INFORMATION SHARING

11.1 Any education records or personally identifiable information pertaining to any SCHOOL DISTRICT students taking courses under this CCAP Agreement shall be exchanged between the SCHOOL DISTRICT and the COLLEGE DISTRICT in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and COLLEGE DISTRICT Board Rules. The COLLEGE DISTRICT shall provide a dual enrollment application form on which the parent or guardian of the SCHOOL DISTRICT student will provide written consent to information sharing between the SCHOOL DISTRICT and the COLLEGE DISTRICT. Education records and personally identifiable information regarding SCHOOL DISTRICT students shall be shared between the COLLEGE DISTRICT Administrative Liaison and the SCHOOL DISTRICT Site Liaison. The Administrative Liaison and the Site Liaison shall then further share that information within their respective institutions, as necessary.

12. REPORTING

12.1 The COLLEGE DISTRICT, in partnership with the SCHOOL DISTRICT, shall report annually to the State Chancellor's Office all of the following information:

- a) The total number of high school pupils by school site enrolled in this CCAP partnership agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- b) The total number of community college courses, by course category and type and by school site, enrolled in this CCAP partnership participants.
- c) The total number and percentage of successful course completions, by course category, type and by school site, by SCHOOL DISTRICT students.
- d) The total number of Full-time Equivalent Student (FTES) generated by this CCAP partnership agreement.

13. INDEMNIFICATION

13.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers and employees.

13.2 The COLLEGE DISTRICT agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the SCHOOL DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE DISTRICT, its officers and employees.

14. INSURANCE

14.1 The SCHOOL DISTRICT, in order to protect the COLLEGE DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/ FOUR MILLION DOLLARS (\$4,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident and sexual molestation and abuse coverage of not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE DISTRICT, its agents, employees and officers as additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE DISTRICT.

14.2 The COLLEGE DISTRICT, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/\$4,000,000 aggregate, property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident, and sexual molestation and abuse coverage of not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.

15. APPORTIONMENT/FTES

15.1 The COLLEGE DISTRICT may include the students enrolled in the dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the dual enrollment courses comply with current requirements for dual enrollment under applicable California law.

15.2 The community college district must certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual, or

group. EC § 84752; Cal. Code Regs., tit. 5, § 58051.5 (AG sec. 20, p. 8). 21. The community college district is responsible for obtaining certification from the school district verifying that the instructional activity to be conducted will not be fully funded by other sources. EC § 84752; Cal. Code Regs., tit. 5, § 58051.5

16. NON-DISCRIMINATION

16.1 Neither the SCHOOL DISTRICT nor the COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

16.2 COLLEGE DISTRICT Board Policy provides that the COLLEGE DISTRICT, and each individual who represents the COLLEGE DISTRICT, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1 This agreement shall remain in effect until cancelled by either party.

18. TERMINATION OR CHANGES

18.1 Either party may terminate this CCAP Partnership agreement at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this CCAP Partnership Agreement shall be addressed to the responsible person listed in Item 19 below.

18.2 Upon termination of this AGREEMENT, the SCHOOL DISTRICT shall develop a COLLEGE DISTRICT approved plan that enables students to complete the dual enrollment course they are enrolled in.

19. NOTICES

19.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U. S. Mail, postage to be prepaid, to the following addresses:

SCHOOL DISTRICT:

Downey Unified School District
11627 Brookshire Avenue

Downey, CA 90241

COLLEGE DISTRICT:

Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298
Attention: Director of Purchasing and Contract Administration

20. INTEGRATION

20.1 This Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations will be in writing regarding the subject matter hereof incorporated into this Agreement.

21. MODIFICATION AND AMENDMENT

21.1 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

22. GOVERNING LAWS

22.1 This agreement shall be interpreted according to the laws of the State of California.

23. SEVERABILITY

23.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

24. COUNTERPARTS

24.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

**Cerritos Community College District
("COLLEGE DISTRICT"):**

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

**Downey Unified School District
("SCHOOL DISTRICT"):**

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

E-Mail: _____

Tax	ID	No.:
_____	_____	_____

Exhibit A

OPERATIONAL ASPECTS OF DUAL ENROLLMENT COURSE PROGRAM

The parties here shall adhere to Title II Education Code provisions governing dual enrollment specified in Education Code Section 48802 (a) and (b), as well as Title III Education Code Section 76002. The referenced Sections are detailed below:

Allowances and Apportionments

Title II Education Code section 48802 all sections including (a).

Title II Education Code section 48802 all sections including (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

Generally, to receive the full ADA, the high school must offer 360 minutes of instruction and the student must be enrolled for a minimum day, (240 minutes). Also, the college courses taken must be open to the public as provided below.

Title III Education Code section 76002 all provisions including in particular, Section (a)(3):

If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of this MOU, SCHOOL DISTRICT defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this MOU, registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the courses offered. If the SCHOOL DISTRICT cannot fill the course to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

Exhibit B

Special Admit/College Bridge Application



CERRITOS COLLEGE

Special Admit - K-10th

College Bridge - 11th & 12th

This must be completed in BLUE or BLACK ink only

To be completed by student

Term: Spring Summer Fall Year: _____

Name _____ Cerritos College ID Number: _____
Last First Middle

Social Security Number: _____ Date of Birth: _____ Age: _____

Type of Institution: Public School Private School Home Schooled Other: _____

School of Attendance: _____ Expected Graduation Date: _____

Home Phone: _____ Grade Level: _____ For Summer: Enter the grade that you will be entering in Sept.

Student Signature: _____ Date: _____

To be completed by school principal or authorized official

Class #	Course Name & No.	Units	Cerritos College Instructor's Signature Required for K-10 th Grade Students only	Cumulative GPA
Special Admit- Spring/Fall /Summer-Max. 4 units*			College Bridge – Spring /Fall-Max. 8 units* Summer-Max. 7 units*	

*Exceptions may be considered. Please see Dean of Admissions, Records and Services – Stephanie Murguia

School Official: I certify that the above-named student is academically qualified for the course (s). The student is :
 Currently Attending **Not Attending** an accredited private or public school and has district approval to enroll in classes at Cerritos College **as long as these do not conflict with the school session.**

Summer Session Only: I certify, as principal, that all students recommended for Summer _____ (yr.) meet all of the following criteria:

- Demonstrates adequate preparation in the discipline to be studied;
- Has exhausted all opportunities to enroll in the same or an equivalent course at his/her school;
- Complies with the requirement of **allowing a max. of 5%** in the total number of students enrolled _____ at the school's grade level.

Principal's Initials _____

I certify that this student would benefit from advanced scholastic or vocational coursework listed above.

Counselor/Principal Signature: _____ Date: _____

To be completed by parent or guardian

I give my permission for emergency first aid and treatment for my minor child/legal ward. I also give my permission for her/him to be treated by a nurse, physician and or mental health counselor in the Student Health & Wellness Center of Cerritos College. I understand that my child does not intend to enroll in a college course(s) that is **not** specifically designed for students under the age of 18, and that Cerritos College accepts no responsibility for any extraordinary supervision of students less than 18 years of age. Further, I accept full responsibility for my child's behavior while he/she is attending Cerritos College. All college coursework is governed by the Family Education Rights and Privacy Act, which prohibits release of academic information. I understand that I will not have access to my child's academic records (including, but not limited to grades and transcripts) without his/her written consent - **regardless of age.** I have read and understand the attached information.

Parent/ Guardian Signature: _____ Date: _____

Admissions Staff Use Only: (Red ink only)

- | | |
|---|--|
| <input type="checkbox"/> Engl/Read/Math Tests | <input type="checkbox"/> Unit Limit |
| <input type="checkbox"/> Student Group | <input type="checkbox"/> Equation Variables |
| <input type="checkbox"/> Term Activated | <input type="checkbox"/> Minor's Health Form |
| <input type="checkbox"/> Received Substandard Grade | |

Assessment Scores

English: _____ Reading: _____ Math: _____

Waiver: Approved Denied

Processed by: _____ Date: _____

Dean of A, R, & S: _____ Date: _____

Special Admit K-10th /College Bridge 11th & 12th

Title 2, Chapter 5, Article 1, Section 48800 of the California Education Code provides the following guidelines for enrichment students: *The governing board of any school district may determine which students would benefit from advanced scholastic or vocational work. The intent of this section is to provide educational enrichment opportunities for a limited number of eligible pupils, rather than to reduce current course requirements for elementary and secondary schools.*

This program is designed for K-12 students, seeking **advanced scholastic** courses.

Cerritos College definition of "**advanced scholastic**" is...

1. Courses meeting Cerritos requirements for an Associate in Arts Degree, excluding remedial English and math courses.
2. Courses that are transferable to a four-year institution.

Examples of advanced scholastic courses: English 100, Math 140, Soc 101, etc.

3. Vocational courses below 100 level may be taken.

Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.

Limitations and Conditions of Enrollment

1. Students shall receive college credit for the community college courses that they successfully complete.
2. Students may not enroll in pre-collegiate courses (1-99) or **physical education courses**. * Cerritos College has determined that non-transferable and physical education courses are the types of courses that would not be considered "**advanced scholastic**" in nature.

Example: English 20, Math 20, PE 100, etc.
3. Students may only enroll in courses **not available** to the student within their school district.
4. Assessment testing is an admissions requirement for all Special Admit/College Bridge students regardless of the college coursework the student wishes to enroll in.
5. Students may not enroll in a college course to alleviate a high school deficiency. For instance, students who failed a course in high school may not retake it at Cerritos College.
6. Special Admit and College Bridge students **do not** receive priority enrollment status.
7. Students that have previously enrolled and dropped their courses and/or have received substandard grades and/or have not made satisfactory progress will not be allowed to continue in neither the College Bridge nor Special Admit programs.

***Alternate option for physical education courses only:** Auditing a course is the only other option for a student to take a physical education course. Auditing allows the student to participate, but he/she will not receive college credit. Audit fees are not covered by the Special Admit or College Bridge Program. All K-12 students who wish to audit a course must complete the Special Admit or College Bridge forms.

Eligibility Requirements

Special Admit (K-10 th Grade)	College Bridge (11 th & 12 th Grade)
<i><u>New Special Admit students must take assessment tests</u></i>	<i><u>New College Bridge students must take assessment tests</u></i>
<i><u>New and Continuing Special Admit Students</u></i>	<i><u>New and Continuing College Bridge Students</u></i>
<ol style="list-style-type: none"> a) G.P.A. - 2.5 b) Max Units: 4 units each Fall, Spring, and Summer c) <u>Signatures Required from Each Listed</u> <ul style="list-style-type: none"> • School Counselor/Principal • Parent/Guardian • Student • Cerritos College Instructor • Dean of Admissions, Records & Services 	<ol style="list-style-type: none"> a) G.P.A. - 2.0 b) Max Units: Spring & Fall 8 units, Summer 7 units c) <u>Signatures Required from Each Listed</u> <ul style="list-style-type: none"> • School Counselor/Principal • Parent/Guardian • Student

Additional Parental & Student Information:

Cerritos Community College District assumes no responsibility for the supervision of minor students outside of the classroom setting. Parents/Guardians are responsible for ensuring that their children are appropriately supervised before, after class, and if or when a class is cancelled or dismissed at an early time. Attendance is required, but not monitored as it is in the K-12 system. Cerritos College will not call a parent/guardian if a student is absent, nor will we verify attendance.

Students are expected to comply with all policies and procedures of Cerritos College and Admissions, Records and Services. For instance, a student must meet all deadlines, which are noted in the class schedule.

Important Notice: Students who do not abide to the school policies will be dropped without notice. To illustrate, a student enrolled in a non-vocational course below 100 will be removed from the course.



College Bridge/Special Admit - To Do List

- Complete the **Cerritos College Application** either in-person or online at: www.cerritos.edu.
 - Online applications: Your Cerritos College student number will be emailed to you within 24-48 hours.
 - In-Person applications: The **Special Admit/College Bridge form** must be fully completed & submitted concurrently with an application.

- Complete the **Special Admit/College Bridge form**. Make sure you have all of the following:
 - Indicate the course(s) you are planning on enrolling. You may not enroll in pre-collegiate courses or (1-99 level) or physical education courses. Vocational courses below 100 level may be taken.
 - 1) Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.
 - 2) Courses with pre-requisites - Students must place into courses they wish to enroll.
 - 3) High school credit may not be used for college prerequisite clearance (some exceptions may apply). Have your school principal or authorized counselor sign and complete appropriate sections(s). Including cumulative G.P.A. Both your parent's signature and your signature are required.

- Take the Assessment Tests** - Bring a photo ID and your Cerritos College student number.
 - Assessment testing is an admissions requirement for College Bridge & Special Admit students regardless of the college coursework that the student wishes to enroll in.
 - To view assessment test dates go to <http://www.cerritos.edu/career-services/assessment-testing/>Please call (562) 860-2451, ext. 2599 for scheduling information.

- Submit** your: Assessment Test Scores, Special Admit/College Bridge form, & Treatment of a Minor Form to the Office of Admissions, Records, and Services.

- Register for Classes:**
 - Check your **myCERRITOS** (my.cerritos.edu) portal for registration appointment and enroll for courses.

To Log in: User Id: Use Student ID **Password:** Date of Birth (MMDDYY)

Fees	Fall/Spring	Summer
Enrollment Fee*	Waived	Waived
Out of State Tuition Fee**	259.00 Per Unit	259.00 Per Unit
Student Activity Fee	10.00	4.00
Health Services Fee	19.00	13.00
Parking Fee* (Optional)	30.00	20.00
Lab Fees	Vary	Vary

* *Subject to legislative change*

** Out of state tuition fee is applicable to only students who cannot establish legal residency within the state of California.

- Pay Your Fees:** online via MyCerritos or in-person

Reminder: Students found enrolled in courses level 1-99 or without proper approval from the Dean will be automatically dropped WITHOUT notice.

Please Note: Due to the extra application requirements for Special Admit/College Bridge students, it is strongly recommended that students complete all of the steps listed on this page prior to their enrollment period. California State law requires that Special Admit/College Bridge students receive a lower enrollment priority than regular college students. While Cerritos College cannot guarantee space for Special Admit/College Bridge students, the earlier the student completes the application process the greater their chances will be to enroll in eligible coursework at Cerritos College.

**AUTHORIZATION FOR CERRITOS COLLEGE STUDENT
HEALTH SERVICES TO CONSENT TO
TREATMENT OF MINOR LACKING CAPACITY TO CONSENT**

I am the parent
 guardian
 other person having legal custody _____

(describe legal relationship)

of _____, a minor.
(name of minor)

Date of birth: _____ Student I.D. No.: _____

I/We hereby authorize Cerritos College Student Health Services to act as my/our agent to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is recommended by, and to be rendered under the general or special supervision of, any licensed physician or surgeon, whether such diagnosis or treatment is rendered at the Student Health Services facility or at a hospital.

I/We understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, but is given to provide authority to the above-named agent to give consent to any and all such diagnosis, treatment, or hospital care which a licensed physician recommends.

This authorization is given pursuant to the provisions of Family Code section 6910.

I/We authorize any hospital providing treatment to the above-named minor pursuant to the provisions of Family Code section 6910 to surrender physical custody of the minor to the above-named agent upon the completion of treatment. This authorization is given pursuant to Health and Safety Code section 1283.

These authorizations shall remain effective for one year from the date signed below, unless sooner revoked in writing delivered to the agent named above.

Date: _____ Time: _____

Signature: _____
(circle relationship: parent/legal guardian/person having legal custody)

Signature: _____
(circle relationship: parent/legal guardian/person having legal custody)

(please fill out form on reverse of this page)

MEDICALLY RELEVANT INFORMATION

Minor's name: _____

Minor's birthdate: _____

Allergies to drugs, food, insect stings or bites: _____

Medical conditions for which minor is currently being treated: _____

Current medications and dosage: _____

Restrictions on activities: _____

Special dietary needs: _____

Primary care physician: Name: _____

Address: _____

Telephone number: _____

Insurance Company: _____

ID number: _____

Group number: _____

Mother's name: _____

Mother's address: _____

Mother's telephone numbers: Work _____ Home: _____ Other _____

Father's name: _____

Father's address: _____

Father's telephone numbers: Work _____ Home: _____ Other _____

Exhibit C

Below are the Dual Enrollment course(s) being offered at Downey Unified School District:

Name of Course: English 72 Introduction to College Writing and Reasoning

Units: 5

Time: Fall Semester

Location of class: high school location in Downey Unified School District

Nature of the course: This course is designed to develop the student's ability to write essays of varying length and complexity through the writing process.

Number of class hours to meet the stated objectives: 108

Number of FTEs: 6

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Enrollment period: Spring and Summer Semesters

Name of Course: English 100 Freshman Composition

Units: 4

Time: Spring Semester

Location of class: high school location in Downey Unified School District

Nature of the course: This course is designed to guide students through the writing process to develop expository prose with an emphasis on effective organization and on correctness.

Number of class hours to meet the stated objectives: 72

Number of FTE: 4

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Enrollment period: Spring and Summer Semester

Name of Course: Math 80 Intermediate Algebra

Units: 4

Time: Fall semester

Location of class: high school location in Downey Unified School District

Nature of the course: This course is a second course in algebra. This course explores multiple representations of functions and relations. The types of functions studied will include linear, quadratic, exponential, and logarithmic. These functions will be used in solving a variety of equations and inequalities, systems of equations, and application problems.

Number of class hours to meet the stated objectives: 72

Number of FTES: 5

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Spring and Summer semesters

Name of Course: Math 112 Elementary Statistics

Units: 4

Time: Spring semester

Location of class: high school location in Downey Unified School District

Nature of the course: This course provides an introduction to descriptive and inferential statistics. Topics included are mean, standard deviation, variance, probability, random variables, binomial probability distribution, normal probability distribution, the central limit theorem, hypothesis testing, confidence intervals, t-distribution, chi-square distribution, F-distribution, linear regression, and linear correlation. This course is a beginning statistics course designed for all majors. A graphing calculator is required.

Number of class hours to meet the stated objectives: 72

Number of FTES: 5

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Fall and Spring semesters

Name of Course: Math 155 Pre -Calculus

Units: 5

Time: Summer semester

Location of class: high school location in Downey Unified School District

Nature of the course: This course is to prepare students for calculus. It includes an analysis of linear, absolute value, quadratic, polynomial, rational, radical, exponential, logarithmic, and trigonometric functions and their inverse.

Number of class hours to meet the stated objectives: 86

Number of FTES: 6

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Spring and Summer semesters

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**
Agenda Item No. 20

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY: _____
Carla Yorke
Dual Enrollment Manager

SUBJECT: Consideration of Approval of College and Career Access Pathways Partnership Agreement with Norwalk La Mirada Unified School District
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ACTION

It is recommended that the Board of Trustees approve Cerritos College’s College and Career Access Pathways Partnership (CCAP) agreement with Norwalk La Mirada Unified School District.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

In October 2015, Assembly Bill 288 was passed authorizing the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

As a condition of, and before adopting a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, will present the CCAP agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, will take comments from the public and approve or disapprove the proposed CCAP agreement.

The Board of Trustees received and accepted Cerritos College’s College and Career Access Pathways Partnership (CCAP) agreement at its April 11, 2018 meeting. The agreement was presented as an informational item to the Norwalk La Mirada School District on October 22, 2018, and was returned for public discussion and approval at the November 26, 2018 meeting.

The agreement with Norwalk La Mirada Unified School District is now ready for approval by the Cerritos College Board of Trustees. An agreement with ABC Unified School District was approved by the board at its June 6, 2018 meeting, and an agreement with Bellflower Unified School District was approved by the board at its July 18, 2018 meeting.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

College and Career Access Pathways Partnership Agreement



Cerritos College

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT

Cerritos Community College District (“COLLEGE DISTRICT”) and **Norwalk La Mirada Unified School District** (hereinafter “SCHOOL DISTRICT”) agree to the following College and Career Access Pathways Partnership Agreement ("CCAP") regarding the operation of dual enrollment courses (hereinafter “Dual Enrollment Course Program”) on SCHOOL DISTRICT campuses.

RECITALS

WHEREAS, Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and

WHEREAS, participation in this CCAP Partnership Agreement is consistent with the COLLEGE DISTRICT core mission pursuant to Education Code Section 66010.4; and

WHEREAS, various operational aspects of this CCAP Partnership Agreement are incorporated in Exhibit "A" attached hereto, the provisions of which establish adherence to various education code requirements pertaining to, among other things, allowances, apportionments, and enrollment; and

WHEREAS, the parties desire to enter this CCAP Partnership Agreement, which sets forth their mutual right and responsibilities and governs their relationship regarding the Dual Enrollment Course Program.

NOW, THEREFORE, the SCHOOL DISTRICT and the COLLEGE DISTRICT each agree to the following terms in this CCAP Partnership Agreement:

1. ADMISSIONS AND REGISTRATION

1.1 Admissions and registration shall be coordinated by the Administrative Liaison in section 4.3 hereof and applicable policies and procedures established by the COLLEGE DISTRICT.

1.2 Prior to registering for a dual enrollment course, students shall complete and submit a Special Admit/College Bridge Application provided as Exhibit B attached to this Agreement.

1.3 The SCHOOL DISTRICT shall pay the total cost of books and materials for students who enroll in a dual enrollment course.

1.4 Registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the course offered. If the SCHOOL DISTRICT cannot fill to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

1.5 SCHOOL DISTRICT shall be responsible for the payment of the health and activities fees for students who enroll in dual enrollment courses as listed under Exhibit C.

1.6 All dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.

1.7 Priority enrollment and registration for SCHOOL DISTRICT students that are enrolling in the CCAP Partnership Agreement that is equivalent to SCHOOL DISTRICT students who attend a middle college high school.

2. COURSES

2.1 The Dual Enrollment Course program courses offered in the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus. The dual enrollment course taught at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT. The Dual Enrollment courses are described in Exhibit C attached to this Agreement.

2.2 Courses offered in the SCHOOL DISTRICT shall be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. The COLLEGE DISTRICT is responsible for these dual enrollment courses.

2.3 Courses offered in the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.

2.4 Site visits by one or more representatives of the COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE DISTRICT campus.

2.5 This CCAP Partnership Agreement lists the courses that the COLLEGE DISTRICT will offer on the SCHOOL DISTRICT'S campus(es), as listed in Exhibit C. Each course is offered to 1) prepare students for transfer; 2) improve high school graduation rates; 3) help high school pupils achieve college and career readiness; or 4) offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses will be offered.

2.6 The COLLEGE DISTRICT will not offer courses that are oversubscribed or has a waiting list in this CCAP Partnerships Agreement.

2.7 SCHOOL DISTRICT students are allowed to take up to 15 units per term if all of the following are satisfied:

- a) the units are no more than four COMMUNITY COLLEGE courses per term
- b) the units are part of an academic program that is part of a CCAP partnership agreement
- c) the units are part of an academic program designed to award SCHOOL DISTRICT students both a high school diploma and an AA degree, a certificate or a credential.

2.8 SCHOOL DISTRICT students participating in this CCAP Partnership Agreement will not cause otherwise eligible adults to be displaced from COMMUNITY COLLEGE courses.

2.9 Any remedial course taught by COMMUNITY COLLEGE faculty at the SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT students who do not meet their grade level standard in math, English, or both, (below 9th grade level), as determined by the SCHOOL DISTRICT. The COMMUNITY COLLEGE and SCHOOL DISTRICT faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

2.10 If the governing board of the COLLEGE DISTRICT is planning to offer a Career Technical Education program for dual enrollment, prior to establishing the program, the COLLEGE DISTRICT shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program.

3. FACULTY

3.1 Dual enrollment faculty shall be COLLEGE DISTRICT approved teachers. All courses offered under this CCAP Agreement shall be taught by faculty employed by the COLLEGE DISTRICT. The COLLEGE DISTRICT shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring. If applicable to the SCHOOL

DISTRICT, the SCHOOL DISTRICT is responsible for reporting obligations to the County Office of Education, and for federal teacher quality mandates and/or California credential rules. Instructors provided by the COLLEGE DISTRICT must be cleared through the Live Scan process at the SCHOOL DISTRICT (at SCHOOL DISTRICT expense) and provide documentation of TB clearance dated within 30 days of the Live Scan screening.

3.2 The SCHOOL DISTRICT and the COLLEGE DISTRICT will comply with local collective bargaining agreements, and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a dual enrollment course offered for high school credit.

3.3 The COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty. The COLLEGE DISTRICT shall also be solely responsible to carry and maintain Workers' Compensation coverage for dual enrollment faculty reflecting statutory limits with employer's liability limits of \$1,000,000 at minimum.

3.4 Faculty provided by the SCHOOL DISTRICT shall meet the Dual Enrollment Course Program minimum qualifications or equivalency established by the COLLEGE DISTRICT based on Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. The COLLEGE DISTRICT shall have the primary right to control and direct the activities of faculty provided by the SCHOOL DISTRICT while they are providing instruction in dual enrollment courses. Faculty provided by the SCHOOL DISTRICT will provide instruction as scheduled by the COLLEGE DISTRICT before and/or after the student school day.

3.5 Faculty offered for consideration by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE DISTRICT shall be ineligible to teach dual enrollment courses.

3.6 Faculty performance shall be evaluated by the COLLEGE DISTRICT using the adopted evaluation process and standards for part-time faculty of the COLLEGE DISTRICT.

3.7 If necessary, substitute Faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.

3.8 No COMMUNITY COLLEGE instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by the COMMUNITY COLLEGE to teach any course on any SCHOOL DISTRICT campus. All COMMUNITY COLLEGE faculty teaching courses under this Agreement shall meet all required minimum qualifications and conditions, including clearance through a Live Scan process. Both SCHOOL DISTRICT and COLLEGE DISTRICT shall require clearance of their respective criminal background screenings prior to the commencement of work specified in Section 3.8 herein; further, both shall maintain and actively

monitor their respective criminal status change updates issued by their respective established law enforcement agencies, including but not limited to the California State Department of Justice and such other state and federal agencies used in the course of their respective pre- and ongoing-employment screenings.

3.9 A COMMUNITY COLLEGE instructor teaching a course at the SCHOOL DISTRICT campus will not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on the SCHOOL DISTRICT campus.

3.10 A SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus will not displace or resulted in the termination of an existing COMMUNITY COLLEGE faculty teaching the course at the partnering community college campus.

3.11 The COLLEGE DISTRICT has documentation that instruction claimed for apportionment under the agreement/contract is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors need to provide the supervision and control necessary for the protection of the health and safety of students, and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students. California Code Regs., tit. 5, §§ 58050, 58051, 58056, 58058 a.

3.12 Where the instructor is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT has an additional written agreement/contract with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COLLEGE DISTRICT and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., tit. 5, § 58058(b). The COLLEGE DISTRICT must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly oncampus instructor.

3.13 The COLLEGE DISTRICT shall provide a notation on course rosters to show which students are under the age of 18. This informs faculty members when mandatory child abuse reporting requirements apply.

4. LIAISON

4.1 The COLLEGE DISTRICT shall appoint an academic department administrator who will serve as Academic Liaison or as assigned by COLLEGE DISTRICT, and who will approve all dual enrollment instructors in consultation with the academic department of the COLLEGE DISTRICT. The Academic Liaison shall provide initial training and COLLEGE DISTRICT performance evaluations for dual enrollment faculty.

4.2 The Academic Department Liaison will also keep dual enrollment faculty informed of new Dual Enrollment Course Program curriculum developments, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components.

4.3 The COLLEGE DISTRICT shall appoint an administrator who will serve as the Administrative Liaison. The Administrative Liaison shall conduct site visits and strengthen communication between essential elements of the SCHOOL DISTRICT, the COLLEGE DISTRICT, and their respective academic and student affairs departments.

5. FEES

5.1 SCHOOL DISTRICT students enrolled in courses offered through this CCAP agreement shall not be assessed or charged a fee, including a fee charged to a student, or a student's parent/guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course.

5.2 SCHOOL DISTRICT students enrolled in courses offered through this CCAP Partnership Agreement shall be exempt from the following community college fee requirements (1) Student Representation Fee, (2) Nonresident Tuition Fee, (3) Transcript Fees, (4) Course Enrollment Fees, (5) Apprenticeship Course Fees, and (6) Child Development Center Fees.

6. ON-SITE SUPERVISION

6.1 Dual enrollment courses and students shall be under the direct supervision of the site administrator designated by the COLLEGE DISTRICT as the SCHOOL DISTRICT's Representative.

7. STUDENTS

7.1 Students must meet all Dual Enrollment Course Program COLLEGE DISTRICT prerequisite requirements as established by the COLLEGE DISTRICT and stated in the COLLEGE DISTRICT catalog before enrolling in a dual enrollment course.

7.2 Grades earned by students enrolled in dual enrollment courses will be posted on official COLLEGE DISTRICT transcripts.

7.3 Students enrolled in dual enrollment courses will be directed to the official catalogue of the COLLEGE DISTRICT.

7.4 Students enrolled in dual enrollment courses will be eligible for student support services, provided by the SCHOOL DISTRICT and the COLLEGE DISTRICT itself.

7.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE DISTRICT credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE DISTRICT deadlines.

7.6 A dropped class within the COLLEGE DISTRICT drop date will not appear on the high school transcript as a COLLEGE DISTRICT course. A student may complete the course to receive high school credit. A drop date for a dual enrollment course is established by all published COLLEGE DISTRICT deadlines.

7.7 In developing the educational program created under this CCAP, the SCHOOL DISTRICT and the COLLEGE DISTRICT shall make assessments as to whether the participating SCHOOL DISTRICT students have the ability to benefit from the courses offered in this agreement. The following criteria in making this assessment is:

- a) students will take the COLLEGE DISTRICT assessment test (when applicable and if compliant with Education Code established by AB 705 of 2017.)
- b) student's high school GPA
- c) student's high school transcript

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement as students on the COLLEGE DISTRICT campus.

8.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus COLLEGE DISTRICT sections.

8.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus COLLEGE DISTRICT sections.

8.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus COLLEGE DISTRICT sections.

9. EVALUATION

9.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT may conduct end-of-term student evaluations for each dual enrollment course offered in the SCHOOL DISTRICT in accordance with established guidelines.

9.2 The COLLEGE DISTRICT and the SCHOOL DISTRICT may survey and collect data on students and alumni of dual enrollment courses after they graduate from the SCHOOL DISTRICT.

9.3 The COLLEGE DISTRICT and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT instructors, principals, and guidance counselors.

9.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

10. RECORDS

10.1 Records of student attendance, grades and achievement for all SCHOOL DISTRICT students who enroll in a dual enrollment course shall be maintained by the SCHOOL DISTRICT and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

11. INFORMATION SHARING

11.1 Any education records or personally identifiable information pertaining to any SCHOOL DISTRICT students taking courses under this CCAP Agreement shall be exchanged between the SCHOOL DISTRICT and the COLLEGE DISTRICT in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and COLLEGE DISTRICT Board Policies and Administrative Procedures. The COLLEGE DISTRICT shall provide a dual enrollment application form on which the parent or guardian of the SCHOOL DISTRICT student will provide written consent to information sharing between the SCHOOL DISTRICT and the COLLEGE DISTRICT. Education records and personally identifiable information regarding SCHOOL DISTRICT students shall be shared between the COLLEGE DISTRICT Administrative Liaison and the SCHOOL DISTRICT Site Liaison. The Administrative Liaison and the Site Liaison shall then further share that information within their respective institutions, as necessary.

12. REPORTING

12.1 The COLLEGE DISTRICT, in partnership with the SCHOOL DISTRICT, shall report annually to the State Chancellor's Office all of the following information:

- a) The total number of high school pupils by school site enrolled in this CCAP partnership agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- b) The total number of community college courses, by course category and type and by school site, enrolled in this CCAP partnership participants.
- c) The total number and percentage of successful course completions, by course category, type and by school site, by SCHOOL DISTRICT students.
- d) The total number of Full Time Equivalent Student (FTES) generated by this CCAP partnership agreement.

13. INDEMNIFICATION

13.1 The SCHOOL DISTRICT agrees to and shall indemnify, ~~defend, save~~ and hold harmless the COLLEGE DISTRICT and its ~~trustees, elected and appointed officers, and employees agents, and employees~~ from ~~and against~~ any and all ~~liability, expense (including defense costs and legal fees), and claims for, demands~~ damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to the SCHOOL DISTRICT'S acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its trustees, elected and appointed officers, and employees.

~~liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers and employees.~~

13.2 The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its trustees, elected and appointed officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to the COLLEGE DISTRICT'S acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE DISTRICT, its trustees, elected and appointed officers, and employees.

13.3 In contemplation of the provisions of California Government Code Section 895.2 which impose certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in California Government Code Section 895), the COLLEGE DISTRICT and the SCHOOL DISTRICT, pursuant to the authorization contained in California Government Code Sections 895.4 and 895.6, will assume the full liability imposed upon each of them or any of their trustees, elected or appointed officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of California Government Code Section 895.2. To achieve this purpose, the COLLEGE DISTRICT and the SCHOOL DISTRICT each indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon the other party solely by virtue of California Government Code Section 895.2. The provisions of California Civil Code Section 2778 are made a part hereof as if incorporated herein.

14. INSURANCE

14.1 The SCHOOL DISTRICT and the COLLEGE DISTRICT shall, severally and at each party's sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by the SCHOOL DISTRICT, the COLLEGE DISTRICT, and the SCHOOL DISTRICT'S and the COLLEGE DISTRICT'S respective trustees, elected or appointed officers, and employees.

14.2 The following insurance coverage and coverage terms and conditions shall be required:

a. Commercial general liability insurance equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 10 93 in an amount not less than \$3,000,000 per occurrence and \$6,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, abuse and molestation liability, and cross liability protection. The Other DISTRICT, its Board of Trustees, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the other District, its Board of Trustees, and their officials, employees, volunteers, and agents.

b. If respective DISTRICT is providing services that require DISTRICT to transport DISTRICT personnel, students, or property as part of this Agreement, commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$5,000,000 combined single limit. The Other DISTRICT, its Board of Trustees, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the other District, its Board of Trustees, and their officials, employees, volunteers, and agents.

c. Workers' compensation as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.

d. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:

(i) Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance and at <http://www.slacal.org/resources/insurer-member-lookup>) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or

(ii) Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or

(iii) For Worker's Compensation only, admitted (licensed) in the State of California.

e. Verification of Coverage. The SCHOOL DISTRICT and the COLLEGE DISTRICT shall furnish to each other the documentation set forth in paragraph g. below prior to the effective date of the Agreement and, at least 30 days prior to expiration of the insurance required herein, furnish to each other renewal documentation. The SCHOOL DISTRICT and the COLLEGE DISTRICT shall notify each other in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured.

f. Documentation Required. The certificates and endorsements shall be received and approved by the SCHOOL DISTRICT and the COLLEGE DISTRICT before the Agreement commences.

g. Workers' compensation and employer's liability insurance endorsements. The following are required:

(i) CANCELLATION endorsement which provides that the other party is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

(ii) WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the Other District, its Trustees, and their trustees, officials, and employees with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy in accordance with the Agreement.

h. Self-insured programs and self-insured retentions. Any self-insurance program must be approved separately in writing by the Other District's Risk Manager or designee.

i. No Limitation on Liability. Such insurance as required herein shall not be deemed to limit the SCHOOL DISTRICT's or the COLLEGE DISTRICT's liability relating to this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

j. Waivers and Modifications. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of both of the District's Risk Managers or designees.

15. APPORTIONMENT/FTES

15.1 The COLLEGE DISTRICT may include the students enrolled in the dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the dual enrollment courses comply with current requirements for dual enrollment under applicable California law.

15.2 The COLLEGE DISTRICT must certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual, or group, according to education code § 84752; California Code Regs., tit. 5, § 58051.5. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources, according to education code § 84752; California Code Regs., tit. 5, § 58051.5.

16. NON-DISCRIMINATION

16.1 Neither the SCHOOL DISTRICT nor the COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

16.2 COLLEGE DISTRICT Board Policy provides that the COLLEGE DISTRICT, and each individual who represents the COLLEGE DISTRICT, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1 This agreement shall remain in effect for a period of five (5) years from approval by the COLLEGE DISTRICT and the SCHOOL DISTRICT.

18. TERMINATION OR CHANGES

18.1 Either party may terminate this CCAP Partnership agreement at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this CCAP Partnership Agreement shall be addressed to the responsible person listed in Item 19 below.

18.2 Upon termination of this AGREEMENT, the SCHOOL DISTRICT shall develop a COLLEGE DISTRICT approved plan that enables students to complete the dual enrollment course they are enrolled in.

19. NOTICES

19.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U. S. Mail, postage to be prepaid, to the following addresses:

SCHOOL DISTRICT:

Norwalk La Mirada Unified School District
12820 Pioneer Blvd.
Norwalk, CA 90650
Attention:

COLLEGE DISTRICT:

Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298
Attention: Director of Purchasing and Contract Administration

20. INTEGRATION

20.1 This CCAP agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations will be in writing regarding the subject matter hereof incorporated into this Agreement.

21. MODIFICATION AND AMENDMENT

21.1 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

22. GOVERNING LAWS

22.1 This agreement shall be interpreted according to the laws of the State of California.

23. SEVERABILITY

23.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

24. COUNTERPARTS

24.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

**Cerritos Community College District
("COLLEGE DISTRICT"):**

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

**Norwalk La Mirada Unified School District
("SCHOOL DISTRICT"):**

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

E-Mail:

Tax ID No.:

Exhibit A

OPERATIONAL ASPECTS OF DUAL ENROLLMENT COURSE PROGRAM

The parties here shall adhere to Title II Education Code provisions governing dual enrollment specified in Education Code Section 48802 (a) and (b), as well as Title III Education Code Section 76002. The referenced Sections are detailed below:

Allowances and Apportionments

Title II Education Code section 48802 all sections including (a).

Title II Education Code section 48802 all sections including (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

Generally, to receive the full ADA, the high school must offer 360 minutes of instruction and the student must be enrolled for a minimum day, (240 minutes). ▯

Title III Education Code section 76002 all provisions including in particular, Section (a)(3):

If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of this MOU, SCHOOL DISTRICT defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this MOU, registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the courses offered. If the SCHOOL DISTRICT cannot fill the course to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

Exhibit B

Special Admit/College Bridge Application



CERRITOS COLLEGE

Special Admit - K-10th

College Bridge - 11th & 12th

This must be completed in BLUE or BLACK ink only

To be completed by student

Term: Spring Summer Fall Year: _____

Name _____ Cerritos College ID Number: _____
Last First Middle

Social Security Number: _____ Date of Birth: _____ Age: _____

Type of Institution: Public School Private School Home Schooled Other: _____

School of Attendance: _____ Expected Graduation Date: _____

Home Phone: _____ Grade Level: _____ For Summer: Enter the grade that you will be entering in Sept.

Student Signature: _____ Date: _____

To be completed by school principal or authorized official

Class #	Course Name & No.	Units	Cerritos College Instructor's Signature Required for K-10 th Grade Students only	Cumulative GPA
Special Admit- Spring/Fall /Summer-Max. 4 units*			College Bridge – Spring /Fall-Max. 8 units* Summer-Max. 7 units*	

*Exceptions may be considered. Please see Dean of Admissions, Records and Services – Stephanie Murguia

School Official: I certify that the above-named student is academically qualified for the course (s). The student is :
 Currently Attending **Not Attending** an accredited private or public school and has district approval to enroll in classes at Cerritos College **as long as these do not conflict with the school session.**

Summer Session Only: I certify, as principal, that all students recommended for Summer _____ (yr.) meet all of the following criteria:

- Demonstrates adequate preparation in the discipline to be studied;
- Has exhausted all opportunities to enroll in the same or an equivalent course at his/her school;
- Complies with the requirement of **allowing a max. of 5%** in the total number of students enrolled _____ at the school's grade level.

Principal's Initials _____

I certify that this student would benefit from advanced scholastic or vocational coursework listed above.

Counselor/Principal Signature: _____ Date: _____

To be completed by parent or guardian

I give my permission for emergency first aid and treatment for my minor child/legal ward. I also give my permission for her/him to be treated by a nurse, physician and or mental health counselor in the Student Health & Wellness Center of Cerritos College. I understand that my child does not intend to enroll in a college course(s) that is **not** specifically designed for students under the age of 18, and that Cerritos College accepts no responsibility for any extraordinary supervision of students less than 18 years of age. Further, I accept full responsibility for my child's behavior while he/she is attending Cerritos College. All college coursework is governed by the Family Education Rights and Privacy Act, which prohibits release of academic information. I understand that I will not have access to my child's academic records (including, but not limited to grades and transcripts) without his/her written consent - **regardless of age.** I have read and understand the attached information.

Parent/ Guardian Signature: _____ Date: _____

Admissions Staff Use Only: (Red ink only)

- | | |
|---|--|
| <input type="checkbox"/> Engl/Read/Math Tests | <input type="checkbox"/> Unit Limit |
| <input type="checkbox"/> Student Group | <input type="checkbox"/> Equation Variables |
| <input type="checkbox"/> Term Activated | <input type="checkbox"/> Minor's Health Form |
| <input type="checkbox"/> Received Substandard Grade | |

Assessment Scores

English: _____ Reading: _____ Math: _____

Waiver: Approved Denied

Processed by: _____ Date: _____

Dean of A, R, & S: _____ Date: _____

Special Admit K-10th /College Bridge 11th & 12th

Title 2, Chapter 5, Article 1, Section 48800 of the California Education Code provides the following guidelines for enrichment students: *The governing board of any school district may determine which students would benefit from advanced scholastic or vocational work. The intent of this section is to provide educational enrichment opportunities for a limited number of eligible pupils, rather than to reduce current course requirements for elementary and secondary schools.*

This program is designed for K-12 students, seeking **advanced scholastic** courses.

Cerritos College definition of "**advanced scholastic**" is...

1. Courses meeting Cerritos requirements for an Associate in Arts Degree, excluding remedial English and math courses.
2. Courses that are transferable to a four-year institution.

Examples of advanced scholastic courses: English 100, Math 140, Soc 101, etc.

3. Vocational courses below 100 level may be taken.

Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.

Limitations and Conditions of Enrollment

1. Students shall receive college credit for the community college courses that they successfully complete.
2. Students may not enroll in pre-collegiate courses (1-99) or **physical education courses**. * Cerritos College has determined that non-transferable and physical education courses are the types of courses that would not be considered "**advanced scholastic**" in nature.

Example: English 20, Math 20, PE 100, etc.
3. Students may only enroll in courses **not available** to the student within their school district.
4. Assessment testing is an admissions requirement for all Special Admit/College Bridge students regardless of the college coursework the student wishes to enroll in.
5. Students may not enroll in a college course to alleviate a high school deficiency. For instance, students who failed a course in high school may not retake it at Cerritos College.
6. Special Admit and College Bridge students **do not** receive priority enrollment status.
7. Students that have previously enrolled and dropped their courses and/or have received substandard grades and/or have not made satisfactory progress will not be allowed to continue in neither the College Bridge nor Special Admit programs.

***Alternate option for physical education courses only:** Auditing a course is the only other option for a student to take a physical education course. Auditing allows the student to participate, but he/she will not receive college credit. Audit fees are not covered by the Special Admit or College Bridge Program. All K-12 students who wish to audit a course must complete the Special Admit or College Bridge forms.

Eligibility Requirements

Special Admit (K-10 th Grade)	College Bridge (11 th & 12 th Grade)
<i><u>New Special Admit students must take assessment tests</u></i>	<i><u>New College Bridge students must take assessment tests</u></i>
<i><u>New and Continuing Special Admit Students</u></i>	<i><u>New and Continuing College Bridge Students</u></i>
<ol style="list-style-type: none"> a) G.P.A. - 2.5 b) Max Units: 4 units each Fall, Spring, and Summer c) <u>Signatures Required from Each Listed</u> <ul style="list-style-type: none"> • School Counselor/Principal • Parent/Guardian • Student • Cerritos College Instructor • Dean of Admissions, Records & Services 	<ol style="list-style-type: none"> a) G.P.A. - 2.0 b) Max Units: Spring & Fall 8 units, Summer 7 units c) <u>Signatures Required from Each Listed</u> <ul style="list-style-type: none"> • School Counselor/Principal • Parent/Guardian • Student

Additional Parental & Student Information:

Cerritos Community College District assumes no responsibility for the supervision of minor students outside of the classroom setting. Parents/Guardians are responsible for ensuring that their children are appropriately supervised before, after class, and if or when a class is cancelled or dismissed at an early time. Attendance is required, but not monitored as it is in the K-12 system. Cerritos College will not call a parent/guardian if a student is absent, nor will we verify attendance.

Students are expected to comply with all policies and procedures of Cerritos College and Admissions, Records and Services. For instance, a student must meet all deadlines, which are noted in the class schedule.

Important Notice: Students who do not abide to the school policies will be dropped without notice. To illustrate, a student enrolled in a non-vocational course below 100 will be removed from the course.



College Bridge/Special Admit - To Do List

- Complete the **Cerritos College Application** either in-person or online at: www.cerritos.edu.
 - Online applications: Your Cerritos College student number will be emailed to you within 24-48 hours.
 - In-Person applications: The **Special Admit/College Bridge form** must be fully completed & submitted concurrently with an application.

- Complete the **Special Admit/College Bridge form**. Make sure you have all of the following:
 - Indicate the course(s) you are planning on enrolling. You may not enroll in pre-collegiate courses or (1-99 level) or physical education courses. Vocational courses below 100 level may be taken.
 - 1) Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.
 - 2) Courses with pre-requisites - Students must place into courses they wish to enroll.
 - 3) High school credit may not be used for college prerequisite clearance (some exceptions may apply). Have your school principal or authorized counselor sign and complete appropriate sections(s). Including cumulative G.P.A. Both your parent's signature and your signature are required.

- Take the Assessment Tests** - Bring a photo ID and your Cerritos College student number.
 - Assessment testing is an admissions requirement for College Bridge & Special Admit students regardless of the college coursework that the student wishes to enroll in.
 - To view assessment test dates go to <http://www.cerritos.edu/career-services/assessment-testing/>Please call (562) 860-2451, ext. 2599 for scheduling information.

- Submit** your: Assessment Test Scores, Special Admit/College Bridge form, & Treatment of a Minor Form to the Office of Admissions, Records, and Services.

- Register for Classes:**
 - Check your **myCERRITOS** (my.cerritos.edu) portal for registration appointment and enroll for courses.

To Log in: User Id: Use Student ID **Password:** Date of Birth (MMDDYY)

Fees	Fall/Spring	Summer
Enrollment Fee*	Waived	Waived
Out of State Tuition Fee**	259.00 Per Unit	259.00 Per Unit
Student Activity Fee	10.00	4.00
Health Services Fee	19.00	13.00
Parking Fee* (Optional)	30.00	20.00
Lab Fees	Vary	Vary

* *Subject to legislative change*

** Out of state tuition fee is applicable to only students who cannot establish legal residency within the state of California.

- Pay Your Fees:** online via MyCerritos or in-person

Reminder: Students found enrolled in courses level 1-99 or without proper approval from the Dean will be automatically dropped WITHOUT notice.

Please Note: Due to the extra application requirements for Special Admit/College Bridge students, it is strongly recommended that students complete all of the steps listed on this page prior to their enrollment period. California State law requires that Special Admit/College Bridge students receive a lower enrollment priority than regular college students. While Cerritos College cannot guarantee space for Special Admit/College Bridge students, the earlier the student completes the application process the greater their chances will be to enroll in eligible coursework at Cerritos College.

**AUTHORIZATION FOR CERRITOS COLLEGE STUDENT
HEALTH SERVICES TO CONSENT TO
TREATMENT OF MINOR LACKING CAPACITY TO CONSENT**

I am the parent
 guardian
 other person having legal custody _____
(describe legal relationship)

of _____, a minor.
(name of minor)

Date of birth: _____ Student I.D. No.: _____

I/We hereby authorize Cerritos College Student Health Services to act as my/our agent to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is recommended by, and to be rendered under the general or special supervision of, any licensed physician or surgeon, whether such diagnosis or treatment is rendered at the Student Health Services facility or at a hospital.

I/We understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, but is given to provide authority to the above-named agent to give consent to any and all such diagnosis, treatment, or hospital care which a licensed physician recommends.

This authorization is given pursuant to the provisions of Family Code section 6910.

I/We authorize any hospital providing treatment to the above-named minor pursuant to the provisions of Family Code section 6910 to surrender physical custody of the minor to the above-named agent upon the completion of treatment. This authorization is given pursuant to Health and Safety Code section 1283.

These authorizations shall remain effective for one year from the date signed below, unless sooner revoked in writing delivered to the agent named above.

Date: _____ Time: _____

Signature: _____
(circle relationship: parent/legal guardian/person having legal custody)

Signature: _____
(circle relationship: parent/legal guardian/person having legal custody)

(please fill out form on reverse of this page)

MEDICALLY RELEVANT INFORMATION

Minor's name: _____

Minor's birthdate: _____

Allergies to drugs, food, insect stings or bites: _____

Medical conditions for which minor is currently being treated: _____

Current medications and dosage: _____

Restrictions on activities: _____

Special dietary needs: _____

Primary care physician: Name: _____

Address: _____

Telephone number: _____

Insurance Company: _____

ID number: _____

Group number: _____

Mother's name: _____

Mother's address: _____

Mother's telephone numbers: Work _____ Home: _____ Other _____

Father's name: _____

Father's address: _____

Father's telephone numbers: Work _____ Home: _____ Other _____

Exhibit C

Below are the Dual Enrollment course(s) being offered at Norwalk La Mirada Unified School District:

Name of Course: Math 60: Elementary Algebra

Units: 4

Time: Fall and Spring semesters

Location of class: high school location in Norwalk La Mirada Unified School District

Nature of the course: This is the first course of Algebra. Topics covered include first degree equations and inequalities, multiple representations of a linear relationship, linear systems of equations in 2 variables, polynomials, rational expressions, exponents and square roots, and quadratic equations.

Number of class hours to meet the stated objectives: 72

Number of FTES: 5

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Fall and Spring semesters

Name of Course: Math 80 Intermediate Algebra

Units: 4

Time: Fall and Spring semesters

Location of class: high school location in Norwalk La Mirada Unified School District

Nature of the course: This course is a second course in algebra. This course explores multiple representations of functions and relations. The types of functions studied will include linear, quadratic, exponential, and logarithmic. These functions will be used in solving a variety of equations and inequalities, systems of equations, and application problems.

Number of class hours to meet the stated objectives: 72

Number of FTES: 5

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Fall and Spring semesters

Name of Course: Math 155 Pre -Calculus

Units: 5

Time: Summer semester

Location of class: high school location in Norwalk La Mirada Unified School District

Nature of the course: This course is to prepare students for calculus. It includes an analysis of linear, absolute value, quadratic, polynomial, rational, radical, exponential, logarithmic, and trigonometric functions and their inverse.

Number of class hours to meet the stated objectives: 86

Number of FTES: 6

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Enrollment period: Spring and Summer semesters

Name of Course: CIS 58A PC Operating System A+ Certification

Units: 3.5

Time: Fall semester

Location of class: high school location in Norwalk La Mirada Unified School District

Nature of the course: This course is designed to cover the subject matter required for the operating systems technologies component of CompTIA's A+ Certification. Topics to be discussed include operation system installations, configuration, upgrading, troubleshooting, and networking.

Number of class hours to meet the stated objectives: 75

Number of FTES: 5

Minimum number of students for the class: 19

Maximum number of students for the class: 32

Enrollment period: Summer and Fall semester

Name of Course: CIS 58B PC Core Hardware A+ Certification

Units: 3.5

Time: Spring semester

Location of class: high school location in Norwalk La Mirada Unified School District

Nature of the course: This course is designed to cover subject matter required for the core hardware component of CompTIA's A+ certification. Topics to be discussed include computer hardware installation, construction, upgrading, troubleshooting, repair, networking, Internet connectivity and wireless technologies.

Number of class hours to meet the stated objectives: 75

Number of FTES: 5

Minimum number of students for the class: 19

Maximum number of students for the class: 32

Enrollment period: Fall and Spring semester

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Kim Westby
Acting Vice President, Student Services
Assistant Superintendent

PREPARED BY:

Dr. Hillary Mennella
Associate Dean
Student Health & Wellness

SUBJECT: Consideration of Acceptance of a Grant from the California Governor's Office of Emergency Services (Cal OES)

ACTION

It is recommended that the Board of Trustees approve the acceptance of the California Governor's Office of Emergency Services' (Cal OES) Campus Sexual Assault Program, which will run from January 1, 2019 – December 31, 2019.

FISCAL IMPACT

Cerritos College will receive a one-time grant award to be utilized between January 1, 2019 through December 31, 2019, for an amount not to exceed \$200,000. The funds will be used to implement the grant work plan to support a comprehensive Campus Sexual Assault Program. No district funds will be spent. The grant requires maintaining a Sexual Assault Counselor from a local Cal OES Rape Crisis Center Program on the campus, promoting the availability of the services, a joint police/sexual assault Counselor response to reported incidents of sexual assault, and training for police/safety officers, campus investigatory personnel, staff, and faculty. Cerritos College must contract with a local Cal OES-funded Rape Crisis (RC) Program to fund at least one full-time equivalent (FTE) Sexual Assault Counselor. A contract was sent and signed by the YWCA of Greater Los Angeles for \$69,231.00.

There are two Cal OES Progress Reports required for the CT Program as follows:

- 1) First Report January 1, 2019 – June 30, 2019 Due Date of July 15, 2019.
- 2) Final Report July 1, 2019 – December 31, 2019 Due date of February 15, 2020.

REPORT SUMMARY

The purpose of the grant is to create and maintain a comprehensive, coordinated community response that is victim/survivor centered, enhances victim/survivor safety (regardless of whether or not they report the crime to law enforcement or other investigatory bodies and regardless of whether or not they choose to participate in an investigation), provides confidential services to sexual assault victims/survivors, holds offenders accountable, and includes outreach and prevention activities.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

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

It is recommended that the Board of Trustees approve the sub-contractor agreement with Fremont Union High School District on behalf of Fremont 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

**FREMONT UNION HIGH SCHOOL DISTRICT ON BEHALF OF FREMONT 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 Fremont Union High School District on behalf of Fremont High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from December 14, 2018 through January 31, 2020.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0128 – Fremont Union High School District on behalf of Fremont High School – Sub-Contractor Agreement



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

Contract No. 18C0128

This Sub-Contractor Agreement (“Agreement”) is made and entered on **December 13, 2018**, 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 **Fremont Union High School District on behalf of Fremont High School**, (herein after referred to as “FHS” or “Sub-Contractor”), a high school with its principal place of business at 1279 Sunnyvale-Saratoga Road, Sunnyvale, CA 94087, 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 **December 14, 2018**, 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

**FREMONT UNION HIGH SCHOOL DISTRICT
 ON BEHALF OF FREMONT 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:

**FREMONT UNION HIGH SCHOOL DISTRICT ON
BEHALF OF FREMONT 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

ACTIVITY	ACTION DATE*
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

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

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

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

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

SERVICES – NEW

RANDAL MORALES

PROJECT MANAGER SERVICES FOR THE STRONG WORKFORCE PROGRAM

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

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

Cerritos College requests to contract with Randal Morales ("Consultant") for project coordination services for the Strong Workforce Program as applicable for the college for the period of January 1, 2019 through December 31, 2019, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: overall project implementation, budget coordination of activities with consortium members, Jobspeaker, partner industries, communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. As the project manager, the consultant will report directly to the Dean of CTE at each consortium campus and the Vice President of Academic Affairs at Cerritos College.

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

Period: The time period will be from January 1, 2019 through December 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0129, Strong Workforce Program – Randal Morales

Exhibit B to Contract No. 18C0129, Strong Workforce Program – Randal Morales – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0129

PARTIES AND DATE

This Agreement is made and entered into this 13th day of **December, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Randal Morales** ("CONTRACTOR"), an individual, residing at 1218 N. Astra Drive, Rosemead, CA 91770. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

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

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

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

2.0 TERM

2.1 The term of this Agreement shall begin on **January 1, 2019**, and end on **December 31, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Project Manager Services for the Strong Workforce Program** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

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

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

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

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

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

4.0 RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.0 INDEMNIFICATION.

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

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

6.0 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 TERMINATION OF AGREEMENT

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

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

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

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

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

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

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 DELAYS.

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

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

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

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

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

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

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

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

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

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

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

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT “B”

Project Name: LEAP (Learn Earn And Prosper)

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

Date: January 18, 2018

Prepared By: Cerritos Community College District

Summary

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

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

Statement of Work

This effort includes the following:

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

Statement of Work (cont.)

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

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

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

Work Plan and Project Management

Project Work Plan

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

Project Management

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

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

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

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

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

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

Outcomes

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

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

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

Project Objectives

Consortium Objectives for the project are:

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

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

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

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

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

SERVICES – NEW

VENEA MEYER-EVERHART

COLLEGE OUTREACH COORDINATOR SERVICES FOR THE STRONG WORKFORCE PROGRAM

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

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

Cerritos College requests to contract with Venea Meyer-Everhart (“Consultant”) for college outreach coordination services for the Strong Workforce Program as applicable for the college for the period of January 1, 2019 through December 31, 2019, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: overall marketing, recruitment and job placement efforts for the local and regional strong workforce programs (SWP) which include, but are not limited to, new/current student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. Consultant will also work as a team with other campus student outreach and orientation coordinators in developing and implementing college-wide marketing and recruitment strategies, as well as, tracking student progress and job placement.

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

Period: The time period will be from January 1, 2019 through December 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0130, Strong Workforce Program – Venea Meyer-Everhart
Exhibit B to Contract No. 18C0130, Strong Workforce Program – Venea Meyer-Everhart – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0130

PARTIES AND DATE

This Agreement is made and entered into this 13th day of **December, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Venea Meyer-Everhart** ("CONTRACTOR"), an individual, residing at 3505 Laurel Avenue, Manhattan Beach, CA 90266. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

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

1.1.1 High School Outreach Coordinator Services for the Strong Workforce Program, includes, but is not limited to working with other campus student outreach and orientation coordinators in developing and implementing college-wide marketing and recruitment strategies, as well as, tracking student progress and job placement, per Scope of Work (5 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

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

2.0 TERM

2.1 The term of this Agreement shall begin on **January 1, 2019**, and end on **December 31, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as

Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **College Outreach Coordination Services for the Strong Workforce Program** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

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

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

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

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

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

4.0 RESPONSIBILITIES OF CONTRACTOR

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

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement

are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

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

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

5.0 INDEMNIFICATION.

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

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

6.0 INSURANCE.

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

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

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability

which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

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

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

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

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

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

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

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

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

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

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be

received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

7.0 TERMINATION OF AGREEMENT

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

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

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

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

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

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

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services.** CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any

other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

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

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

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

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

11.6 Confidentiality. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person

or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

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

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

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

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

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

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

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

14.0 DELAYS.

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

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable

event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

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

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

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

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

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

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

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

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

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT “B”

Project Name: LEAP (Learn Earn And Prosper)

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

Date: January 18, 2018

Prepared By: Cerritos Community College District

Summary

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

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

Statement of Work

This effort includes the following:

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

Statement of Work (cont.)

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

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

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

Work Plan and Project Management

Project Work Plan

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

Project Management

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

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

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

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

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

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

Outcomes

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

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

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

Project Objectives

Consortium Objectives for the project are:

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

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Contract with Phytorion, Inc. for Services to Implement the Student Data Warehouse – Phase 3.1
--

ACTION

It is recommended that the Board of Trustees approve the contract with Phytorion, Inc. for services to implement the Student Data Warehouse – Phase 3.1.

FISCAL IMPACT

The total sum shall be for the not-to-exceed amount of \$80,000. Funding for services to implement the Student Data Warehouse – Phase 3.1 will be allocated from Capital Outlay funds.

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 – NEW

PHYTORION, INC.

STUDENT DATA WAREHOUSE (SDW) – PHASE 3.1

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

Cerritos College entered into a contract with Phytorion, Inc. for the development of the college’s student data warehouse over ten years ago, which also included a master license and service agreement for implementation and customization services. The system provided access to limited student data that provides various reports. The college has been in the process of redesigning and expanding the data warehouse to meet the needs of the college’s reporting criteria and this project is for Phase 3.1 for this initiative.

Phytorion has specific knowledge of the college’s MIS, PeopleSoft databases, and table structure, and how the college’s PeopleSoft implementation is configured. The college wishes to enter a contract with Phytorion to continue to expand the scope of access to data to generate ad hoc reports, dashboards, and facilitate comprehensive research based projects through the design and implementation of Phytorion’s Student Data Warehouse (SDW). The college has maintained a relationship with this consultant since 2006 and the company is known for its expertise in this type of data warehouse development and knowledge of PeopleSoft.

Because Phytorion is the consultant that developed the college's student data warehouse, and most recently completed the first phase of this project during fiscal year (FY) 2015-2016, they have inherent knowledge and expertise on the information system that allow them to better implement a new data warehouse, while expanding on the existing system, and provide a more comprehensive way to ensure that the quality of the data is accurate.

Staff have researched many other consultants since implementation of the current student database and finds that Phytorion's cost for these services is fair and reasonable. Additionally, staff notes that comparable pricing for the scope of work (SOW) contained in Phytorion's SDW design and implementation project typically exceeds the anticipated costs. Due to the sensitive nature of student data, staff also finds that working with Phytorion will ensure the quality and confidentiality of the data will be maintained. For these reasons, staff finds that contracting with Phytorion is in the best interest of the district.

Period: The time period will be from December 13, 2018 through June 30, 2020

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0131 – Phytorion, Inc.



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0131

PARTIES AND DATE

This Agreement is made and entered into this 13th day of **December, 2018** (the "Effective Date"), 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 **Phytorion, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of Illinois, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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

WHEREAS, CONTRACTOR is in the business of designing, developing and marketing certain computer software, which software, among other things, is designed to facilitate the reporting and-or analysis of data; and

WHEREAS, DISTRICT desires to obtain, and CONTRACTOR wishes to provide, a license to the Contractor Software (as defined in Section 1.1), on the terms and conditions contained herein, and certain implementation services for the Contractor Software, as further described herein; and

WHEREAS, the Parties previously entered into that certain Master License and Services Agreement dated June 1, 2006 (the "Prior Agreement"); and

WHEREAS, the Parties now wish to terminate and replace the Prior Agreement with this Agreement, effective as of the Effective Date.

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1.0 GRANT OF LICENSE AND SCOPE OF WORK

1.1 In exchange for payment of the license fees specified in Exhibit B hereto, as such Exhibit may be amended or supplemented from time to time, CONTRACTOR hereby grants to DISTRICT a perpetual (unless terminated earlier in accordance with the terms hereof), limited, non-exclusive, non-transferable license to the software products identified in Exhibit B (the "Contractor Software"), Work Product (as defined in Section 4.1), other Existing Contractor IP (as defined in Section 4.1) delivered to DISTRICT hereunder, and related documentation (collectively, the "Licensed Materials"). DISTRICT shall have the right to use the Licensed Materials only for its own internal business purposes. DISTRICT is authorized to make a reasonable number of copies of the distribution media for the Licensed Materials solely in connection with the exercise of its rights hereunder, and for backup and disaster recovery purposes, provided that DISTRICT reproduces all copyright and other proprietary notices that are on the original copy of the Licensed Materials provided to DISTRICT. DISTRICT will keep records of the number and location of such copies and make such records available to CONTRACTOR upon CONTRACTOR'S request therefore.

1.2 DISTRICT may not (i) create any computer software program or user documentation which is similar to or competitive with the Licensed Materials; (ii) remove any product identification, copyright or other proprietary notices from the Licensed Materials; or (iii) provide access to the Licensed Materials to any person or entity except for the purposes of DISTRICT's internal use and in accordance with Section 13.1. DISTRICT shall use all practical means available to prohibit any unauthorized use of the Licensed Materials.

1.3 CONTRACTOR shall provide to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as described in Exhibit B (the "Services"). The Services shall include the deliverables as specified in Exhibit B.

1.4 DISTRICT shall provide suitable equipment, information, and site and system access and facilities (e.g. working space, telecommunications, miscellaneous materials, and access to the Customer's systems as needed for completion of CONTRACTOR'S deliverables as specified in Exhibit B) as are appropriate and reasonably necessary to enable CONTRACTOR to perform the Services. DISTRICT acknowledges and agrees that CONTRACTOR'S performance is dependent on and subject to such performance by DISTRICT or third parties of their responsibilities in a timely manner and subject to any assumptions regarding the Services referred to in Exhibit B. CONTRACTOR shall be entitled to rely on, and DISTRICT shall be responsible for, all decisions, instruction and approvals of DISTRICT project administrative and other personnel in connection with the Services.

1.5 DISTRICT shall procure all consents, licenses, approval or permissions as may be necessary to enable CONTRACTOR to perform the Services, with such assistance from CONTRACTOR as DISTRICT shall reasonably request.

1.6 CONTRACTOR shall perform the Services at CONTRACTOR'S own expense, except as noted in Exhibit B. CONTRACTOR shall perform the Services 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 **December 13, 2018**, and end on **June 30, 2020**, unless earlier terminated in Section 9 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" ("Contract Amendment Form"). CONTRACTOR shall complete the Services within the term of this Agreement.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 DISTRICT agrees to pay CONTRACTOR for the license provided for herein and for the Services the amounts specified in Exhibit B. In addition, DISTRICT shall pay any and all applicable sales, use, value-added and other related taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the license or Services, excluding taxes based upon the net income of CONTRACTOR.

3.2 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, except as otherwise noted in Exhibit B.

3.3 Unless specified in Exhibit B, DISTRICT shall pay the amounts due to CONTRACTOR hereunder within thirty (30) days after the date of receipt of CONTRACTOR'S invoice for such undisputed amounts. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number.

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.

4.0 PROPRIETARY RIGHTS

4.1 CONTRACTOR shall have, and DISTRICT acknowledges that CONTRACTOR shall have, and DISTRICT hereby assigns to CONTRACTOR, the ownership and intellectual property rights in and to the Licensed Materials, including the Work Product, and any Existing Contractor IP delivered to DISTRICT. DISTRICT hereby agreed to execute all further documents and take all further steps that are necessary to give effect to the foregoing. "Work Product" means the tangible and intangible work product, ideas,

concepts, know-how and information and the writings in which any of the same are fixed (including, without limitation, all reports, computer software systems, routines, data models, technical data, processes, designs, code and documentation and systems, concepts and business information) and all proprietary rights (including, without limitation, rights under patent, copyright, trade secret and other similar laws) therein, that are developed in the course of performing the Services. "Existing Contractor IP" means any ideas, concepts, know-how, expertise, methods, methodologies, functional and technical architectures, techniques or skills of CONTRACTOR and its employees and contractors.

4.2 For the avoidance of doubt, nothing in this Agreement shall preclude CONTRACTOR from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to DISTRICT pursuant to this Agreement.

4.3 Notwithstanding the foregoing, DISTRICT shall have the exclusive right, title, and interest (including all ownership and intellectual property rights) in and to methods, methodologies, functional and technical architectures, data structures, techniques or skills developed by DISTRICT and that do not incorporate or include the Licensed Materials, the Work Product or any Existing Contractor IP.

5.0 PROPRIETARY RIGHTS

5.1 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, 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.

5.2 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.

5.3 CONTRACTOR shall perform the Services so as to avoid injury or damage to any person or property. In carrying out the 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 Services and the conditions under which the work is to be performed.

5.4 CONTRACTOR shall use commercially reasonable efforts to perform the Services in accordance with the schedule as detailed in Exhibit B, attached hereto and incorporated herein by this reference. CONTRACTOR represents that is has the professional and technical personnel required to perform the services under this Agreement in conformance with the schedule.

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

5.6 CONTRACTOR hereby designates **Yiorgos Andreas Marathias, President/CEO, Phytorion, Inc.** or his/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.

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

5.8 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 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.

5.9 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.

5.10 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.

5.11 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 5.10.

5.12 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 5.10 or 5.11; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 5.11); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

5.13 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.

5.14 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.

5.15 THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE ONLY WARRANTIES OF CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, AND AFFILIATES CONCERNING THE SERVICES AND ANY LICENSED MATERIALS, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH ANY OTHER PARTY'S ENJOYMENT OF ANY INFORMATION (INCLUDING DATA AND COMPUTER PROGRAMS) OR AGAINST INFRINGEMENT.

6.0 INDEMNIFICATION.

6.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, and agents free and harmless from any and all costs, expenses, liability, loss, damage or injury of any kind, arising from any claims, demands or causes of action brought by a third party, in law or equity, to tangible or real 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 under this Agreement, including without limitation the payment of all consequential damages awarded against DISTRICT, expert witness fees and attorneys' fees (to the extent set forth in Section 6.2) 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.

6.2 The application of the indemnities provided in this Section 6 are conditional upon DISTRICT: (i) notifying CONTRACTOR in writing of a claim or suit promptly, (ii) providing reasonable cooperation to CONTRACTOR, (iii) providing CONTRACTOR full authority to defend the claim or suit and (iv) not making any settlement in respect of the claim or taking any action that may prejudice CONTRACTOR'S defense of the claim unless said settlement is first approved by DISTRICT. CONTRACTOR shall defend, with Counsel reasonable acceptable to DISTRICT and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings brought by a third party of every kind covered by Section 6.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, 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, 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, and agents as part of any such claim, suit, action or other proceeding. Any settlement by DISTRICT will first be approved by CONTRACTOR, and approval shall not be unreasonable withheld. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs (including attorneys' fees and expert witness fees) incurred by each of them prior to DISTRICT'S assuming the defense of any such claim, suit or action 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, or agents.

6.3 If DISTRICT notifies CONTRACTOR in writing of a third-party claim against DISTRICT that any Licensed Materials infringes a trade secret or copyright registered as of the Effective Date or a United States patent issued as of the Effective Date, within thirty (30) days of becoming aware of such claim, CONTRACTOR shall defend such claim at its own expense and shall pay any costs or damages that may be awarded against DISTRICT. CONTRACTOR shall not be required to defend or indemnify DISTRICT, however, if the claim of infringement is caused by (1) DISTRICT'S misuse or modification of such Licensed Material or use of such Licensed Materials other than as directed or approved by CONTRACTOR; (2) DISTRICT'S failure to use correction or enhancements made available by CONTRACTOR; (3) DISTRICT'S use of such Licensed Materials in combination with any product or information not owned or developed by

CONTRACTOR (to the extent that the infringement results from the combination, and not from the uncombined Licensed Materials); (4) information, direction, specification or materials provided by DISTRICT or any third party or (5) any material breach of the terms of this Agreement, negligence, willful or fraudulent act or omission of or by DISTRICT, its officers or employees, agents, or contractors.

6.4 If use of any such Licensed Materials are in CONTRACTOR'S reasonable and good faith opinion are likely to be, held to constitute such an infringement, CONTRACTOR shall be required and permitted at its own expense and option to either: (a) procure the right for DISTRICT to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing or (d) accept return of the Licensed Materials and refund to DISTRICT the fees paid for such Licensed Material, less and amount calculated by amortizing the fees paid for such Licensed Material on a three year straight-line basis.

7.0 LIMITATION OF LIABILITY

7.1 Except for a breach of Section 13 or with respect to liability arising under Section 6.3, the limit of CONTRACTOR'S liability, including any liability of any CONTRACTOR subcontractor, agent or affiliate (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to DISTRICT or to any third party concerning the Licensed Materials, performance or non-performance of the Services or supply or non-supply of any Work Product by CONTRACTOR, or in any manner related to this Agreement, for any and all claims shall not in the aggregate exceed the fees paid by DISTRICT to CONTRACTOR under Exhibit B.

7.2 The allocations of liability in this Section 7 represent the agreed, bargained-for understanding of the Parties and CONTRACTOR'S compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form and of any lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose.

8.0 INSURANCE

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

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

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

(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.

8.2 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.

8.3 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.

8.4 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.

9.0 TERMINATION OF AGREEMENT

9.1 This Agreement shall continue until terminated in accordance herewith. Upon the occurrence of an "Event of Default" (as defined in this Section 9.1), the non-defaulting party shall have the right to terminate this Agreement in its entirety, upon written notice to the defaulting party (provided that the defaulting party has not cured the Event of Default within the applicable cure period). Termination of any this Agreement shall not waive any other rights or remedies such party may have hereunder or at law or in equity. For purposes of this Agreement, and "event of Default" shall mean (and shall be deemed to have occurred upon the expiration of any applicable cure period): (i) the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, with the exception that any failure to pay any undisputed amounts owed hereunder shall have a cure period of ten (10) calendar days; (ii) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statutes, if such proceedings have not been dismissed or discharged within sixty (60) calendar days after they are instituted; the insolvency or making of an assignment for the benefit of creditors or the admission by a party of its inability to pay debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of a party; or any corporate action taken by the board of directors of a party in furtherance of any of the above actions; or (iii) the appointment of a receiver for all or substantially all of a party's assets or any corporate action taken by a party's board of directors in furtherance of such an appointment.

9.2 The terms of Sections 4, 6, 7, 9, 13, 16 and 19 and any payment obligations shall survive termination, cancellation or expiration of this Agreement.

9.3 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.

10.0 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.

11.0 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.

12.0 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.

13.0 CONFIDENTIALITY

13.1 During the course of performance of this Agreement, CONTRACTOR may disclose to DISTRICT, or other entities may disclose to DISTRICT on CONTRACTOR'S behalf, certain non-public confidential information, including, without limitation, pricing information, product designs, capabilities, specifications, solution design documents, layouts, hardware configurations, flowcharts, presentations, analysis reports or results from the testing of any products, as well as any other materials marked as "Confidential" or "Proprietary" ("Contractor Confidential Information"). DISTRICT shall not disclose the Contractor Confidential Information to any third party without the prior written consent of CONTRACTOR. DISTRICT agrees not to use or make copies of the Contractor Confidential Information except as required for the performance of its obligations under the Agreement, and agrees to limit access to the Contractor Confidential Information to: (A) its own employees strictly on a "need to know" basis, and to those who are bound by obligations to keep such information strictly confidential, or to (B) agents or consultants strictly on a "need to know" basis, and who are bound to keep such information confidential by a written nondisclosure agreement acceptable to CONTRACTOR. Upon expiration or termination of this Agreement and if requested by CONTRACTOR, DISTRICT shall promptly destroy all of the Contractor Confidential Information then held by DISTRICT and certify in writing to CONTRACTOR that is has complied with the requirements contained herein.

13.2 During the course of performance under this Agreement, DISTRICT may disclose to CONTRACTOR certain DISTRICT Intellectual Property, as well as other DISTRICT confidential or proprietary information, including, without limitation, database(s), product designs, capabilities, specifications, pricing, solution design documents, layouts, hardware configurations, flowcharts, presentation, analysis reports or results from the testing of any products, as well as any other materials marked as "Confidential" or "Proprietary" (collectively, the "DISTRICT Confidential Information"). CONTRACTOR shall not disclose the DISTRICT Confidential Information, including, without limitation, derivative works, modifications or adaptations, to any third party without the prior written consent of DISTRICT. CONTRACTOR agrees to limit access to the DISTRICT Confidential Information to its own employees, agents and consultants strictly on a "need to know" basis, and who are bound by obligations to keep such information strictly confidential by a written nondisclosure agreement in the form attached hereto as Exhibit C. Upon expiration or termination of this Agreement, CONTRACTOR shall promptly return or destroy all of the DISTRICT Confidential Information then held by CONTRACTOR to DISTRICT and, upon request, certify in writing to DISTRICT that is has complied with the requirements contained herein.

13.3 Notwithstanding anything in this Agreement to the contrary, the confidentiality provisions of this Section 13 shall not apply to information that: (i) is or becomes a part of the public domain through no act or omission of the party receiving the information; (ii) was in the lawful possession of the party receiving the information prior to the disclosure and had not been obtained either directly or indirectly from the party disclosing the information; (iii) is lawfully disclosed by a third party without restriction on disclosure; (iv) is independently developed by the party receiving the information without use od, or reference to, proprietary information of the other party; or (v) is required to be disclosed by law or other governmental authority; provided, however, that the party receiving the information shall first have given notice to the other party disclosing the information so that a protective order, if appropriate, may be sought.

13.4 The terms of Exhibit B to this Agreement, including all pricing information shall be deemed the Confidential Information of CONTRACTOR to the extent permissible under the California Public Records Act.

13.5 The obligations of each party set forth in this Section 13 shall: (i) with respect to Licensed Materials, be perpetual; (ii) with respect to information that constitutes a trade secret under applicable law, continue

from the date hereof until such information no longer constitutes a trade secret; and (iii) with respect to all other information, continue from the date hereof for two (2) years after the termination of this Agreement

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

14.1 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.

14.2 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.

15.0 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.

15.1 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.

15.2 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.

15.3 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.

16.0 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.

17.0 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.

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

17.2 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.

17.3 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.

17.4 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.

- 18.0 ASSIGNMENT.** Either Party shall not sell, assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a sale or transfer of all or substantially all of such entity's assets or business, which would become effective upon execution of a novation agreement between the Parties. Any attempted assignment in contravention of this Section 18 shall be null and void.
- 19.0 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.
- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 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.
- 25.0 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.

- 26.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 27.0 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.
- 28.0 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.
- 29.0 PRIOR AGREEMENT.** The Parties agree that the Prior Agreement is hereby terminated and superseded by mutual agreement of the Parties as of the Effective Date, without additional cost to either Party (except for any monies owed as of such date under the terms of the Prior Agreement, if any). Except as expressly provided for herein, such termination shall not affect the survival of any applicable provisions that expressly or by their nature should survive the termination or expiration of the Prior Agreement.
- 30.0 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. 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.
- 31.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT "B"

STATEMENT OF WORK

FOR

STUDENT DATA WAREHOUSE IMPLEMENTATION – PHASE 3.1

1. SCOPE OF SERVICES. CONTRACTOR will perform services designed to implement CONTRACTOR's Phytorion Student Data Warehouse™ ("SDW").

The following list sets forth the "Services" to be provided hereunder by CONTRACTOR:

- I. Conduct Fit/Gap – also referred to as Data Warehouse ("DW") Requirements Gathering – sessions. CONTRACTOR will meet with DISTRICT management, functional and technical experts to determine the DISTRICT'S business requirements for:
 - a. Success Center ACCUTRAK Data; loaded into SDW at the end of each term
 - b. PS: CCCID and CCEmplid
 - c. PS: Missing fields for Student Group Table
 - d. PS: Teaching Assignment data (three assignment statuses)
 - e. PS: "Transfer_Course_Manual" table including Counselor Clearance drop down menu field
 - f. PS: "Cer_Test_Scores" table: CalPass, SRT, and CASAS scores (ZZ codes)
 - g. PS and MIS: MIS warehouse structures and PS-stored MIS Multiple Measures fields. DISTRICT IT, and possibly Assessment Center Director and Dean of A&R will assist with scoping
 - h. MIS: Update SDW MIS tables to match new State data elements and locations

CONTRACTOR will ask DISTRICT to assist CONTRACTOR in translating the identified gaps into tables and fields. For CONTRACTOR to proceed with the next steps in (1), the following criteria must be met ("Readiness Criteria"):

1. All PS structures in (1.I) must be running in a production-quality database
2. All MIS structures in (1.I) must have been signed off for release by DISTRICT'S Information Technology and Institutional Effectiveness offices.

If a PS or MIS structure for items (1.I.a-i) has not met the appropriate Readiness Criterion by January 31, 2019 then CONTRACTOR will conduct no additional work beyond (1.I), the item will be considered as having met the Acceptance Criteria, and complete.

- II. Using the requirements collected in the Fit/Gap, create DW Technical Design Documents, defined as: the list of tables and fields that contain the data elements used to populate CONTRACTOR'S Student Data Warehouse ("SDW"); and the list of data transformation rules that will be applied to the source data elements.
- III. Following Customer sign-off of the DW Technical Design Requirements, modify the SDW design to account for Customer's requirements.
- IV. Upon DISTRICT sign-off of the SDW design, build the Extract, Transform and Load ("ETL") mappings using Microsoft SSIS. These mappings will source data from the existing relevant DISTRICT tables, and will populate the CONTRACTOR Student Data Warehouse database ("SDW-DB")
- V. Test each mapping as well as the complete SDW set of mappings for a controlled subset of the data of a production-quality database.
- VI. Deliver a Cognos report that includes the following components:
 - a. Student Group Table (active/inactive), and Student demographics (age, gender, ethnicity)
 - b. Peoplesoft Outcomes measures: units earned term, units earned cum, GPA term, GPA cumulative, success, retention
 - c. Success Center data: tutoring frequency; tutoring time; workshop frequency; workshop time

- VII. Deliver a Data Dictionary to trace Cognos report columns back to their origin in PeopleSoft
- VIII. Twenty (20) IBM Cognos Analytics Users, Authorized User Licenses. Software Subscription and Support starting twelve (12) months after purchase is not included.
- IX. Predictive – Discovery/Exploratory phase. Access DISTRICT databases, such as PeopleSoft Campus Solutions and Canvas, to determine if existing data can serve as input to analytical models. If so then in consultation with DISTRICT, determine questions data could answer, apply machine learning analysis, document and extract findings and prepare case for further development. As this has been planned as an exploratory phase only, deploying any results as operational processes is out of scope for this phase.
- X. Training. CONTRACTOR will train DISTRICT on this phase's SDW data structures and functionality
- XI. Knowledge Transfer. The CONTRACTOR'S team will conduct the following meetings:
 - a. Kick Off Meeting. A meeting with the DISTRICT SDW technical support team and project manager to go over the project activities and requirements.
 - b. Technical Overview. A meeting with DISTRICT technical users to provide an overview of the technology, architecture, ETL tool and operations of the SDW.
 - c. Functional Overviews. A meeting with DISTRICT'S functional, technical and reporting team leads to demonstrate the functional content included in the SDW.
 - d. Wrap Up Meeting. A DISTRICT-led presentation of what was accomplished during the engagement. Topics to be covered usually include a high-level overview of the functionality delivered, the activities and training completed, and a discussion of next steps.
- XII. Custom Programming Services and Customizations. CONTRACTOR shall make certain custom programming services, as described below (the "Custom Programming Services") and customizations relating to the CONTRACTOR Software and reasonably requested by DISTRICT ("Customizations") available to DISTRICT at no additional fee during the Maintenance Term. The maximum amount of programming time expended by CONTRACTOR in the performance of such Custom Programming Services and development of Customizations for DISTRICT for no additional fee shall be one hundred and sixty-eight (168) hours during the Maintenance Term. Such services shall include:
 - a. Upgrade Cognos software to release 11.1 when a stable release becomes available
 - b. Two half-day training sessions for AA tables training. Trainees should have a solid understanding of the Data Warehouse Student Records tables delivered in Phase 1, as well as facility with Cognos Query Studio
 - c. Cognos Business Intelligence ("BI") objects that can include dashboards and reports as specified by DISTRICT and to include BI requirements gathering and specification, design, coding, testing, coding of modifications to the initial code, and retesting, and documentation.
 - d. Enhancements or Corrections to the CONTRACTOR Software delivered during Phases 1 & 2
- XIII. Other Services.
 - a. CONTRACTOR will work with DISTRICT IT team to clarify use of PS, MIS and any additional DISTRICT systems that are needed as sources for this phase's scope.
 - b. CONTRACTOR will deliver the following metadata: a spreadsheet that lists each source table and field, target table and field and any transformation performed to the source field.

2. CONTRACTOR'S DELIVERABLES.

CONTRACTOR shall provide the following Deliverables to DISTRICT, subject to demonstration or acceptance testing as provided in "Acceptance Criteria" below.

<u>Deliverable</u>	<u>Acceptance Criteria</u>
1. ETL mappings that extract data from the DISTRICT'S operational Campus Solutions system and Ed Plan Bolt-on application,	Extracted data is loaded into SDW-DB without material errors (appropriate test script runs without material errors)

transform them to reporting structures and populate the SDW-DB.	
2. The jobs that submit the SDW ETL mappings	The entire SDW process completes without material errors
3. The reporting tables in the SDW-DB populated with source data.	Same as (1). Extracted data is loaded into SDW-DB without material errors (appropriate test script runs error-free)
4. The Cognos BI objects	The output on the Cognos BI objects is consistent with the results provided by DISTRICT
5. Documentation for: Requirements Gathering <ul style="list-style-type: none"> • A summary document with scope, assumptions and priorities Design <ul style="list-style-type: none"> • Visio diagrams of data model • Sourcing documents that include: <ul style="list-style-type: none"> ○ A general table description ○ The source tables the data is coming from ○ The source fields for the data ○ The transformations applied to the source fields in order to create the target fields ○ Business descriptions for the target fields Metadata <ul style="list-style-type: none"> • A spreadsheet that lists each source table and field, target table and field and any transformation performed to the source field Go Live <ul style="list-style-type: none"> • A technical overview document to assist DISTRICT team manage the DW on a day-to-day basis. 	Accepted upon delivery
6. Fit/gap sessions as described in “Services to be Provided”	Accepted upon delivery
7. Knowledge Transfer meetings as described in “Services to be Provided”	Accepted upon delivery

Upon delivery of each Deliverable identified above that requires testing for conformance with the relevant Acceptance Criteria, CONTRACTOR shall demonstrate that the Deliverable meets such Acceptance Criteria. In the event that any Acceptance Criteria are not met, CONTRACTOR shall, within fifteen (15) days, either correct the defective Deliverable or shall provide a plan for correction to DISTRICT. Any corrected Deliverable shall be subject to retesting and demonstration as provided above, until the demonstration shows that the Deliverable meets the relevant Acceptance Criteria. In the case of any Deliverable that requires testing, “Acceptance” shall be deemed to have occurred upon the demonstration that the relevant Deliverable meets such criteria without material errors. In the event that no notice of rejection is received within ten (10) days after delivery of a Deliverable, such Deliverable shall be deemed accepted, and the Acceptance Test for such Deliverable shall be deemed complete.

3. DISTRICT RESOURCE REQUIREMENTS.

The following table sets forth the DISTRICT resource commitment estimated for this project. The Parties acknowledge that these estimates are non-binding, and will be refined as the project progresses.

Resource	Effort Estimate for project duration
Executive Sponsor	A few hours for duration of project
Project Manager	Approximately 5 hours per week
Functional Experts	30-40 hours for duration of project
Technical Users	10-20 hours for duration of project
DBA	20-30 hours for duration of project
PC Administrator	1-4 hours for duration of project
IT and Research (joint)	30-40 hours Data Cleansing from PeopleSoft environment prior to migration into SDW-DB
Network Specialist	1-2 hours for duration of project

- Executive Sponsor. An executive who can help evangelize the solution and provide overall direction.
- Project Manager. The DISTRICT manager who has day-to-day responsibility for the project.
- Functional Experts. The application area leads who will be responsible for providing to CONTRACTOR the functional requirements, testing the deliverables and signing off on related documents.
- Technical Users. The technical users who have responsibility for the ERP application in each functional area. CONTRACTOR will need to meet with them to understand DISTRICT'S implementation and its customizations.
- Technical Support Team (DBA, PC Administrator, Network Specialist). A critical set of roles to the success of the implementation. These IT staff members will need to do some set up work prior to the start of the project and will need to be on call during the project to address any issues.

Third-party consultants may not be provided access to Contractor Confidential Information unless and until such consultants have entered into a written nondisclosure agreement acceptable to CONTRACTOR protecting such information.

4. CONTRACTOR ROLES AND RESOURCES

CONTRACTOR will provide consultants to fill the following roles:

- Project Manager
- Architect
- ETL Developer/Tester
- BI Developer/Tester
- Project Director

5. PRICING AND PAYMENT

Subject to the assumptions contained in this SOW, CONTRACTOR will provide the Services and Deliverables for a fixed fee ("Fixed Fee") of:

\$80,000

This fee includes travel-related expenses for CONTRACTOR travel related to Fit/Gap meetings and project close out activities. Any additional travel expenses will be billed as incurred. Additional services will be billed at a rate of \$150/hour.

Payment and Invoicing: Full payment will be due and shall be invoiced on or after the execution of this Agreement. DISTRICT shall pay the invoiced amount within thirty (30) upon receipt of CONTRACTOR's invoice.

6. MARKETING

DISTRICT agrees to participate at its own expense at two conferences to co-present with CONTRACTOR a session focused solely on the SDW, its implementation at DISTRICT and its benefits. Conference participation would need to be agreed upon by both DISTRICT AND CONTRACTOR so as to ensure availability and appropriateness of the conference.

DISTRICT also agrees to take planned reference calls.

7. ASSUMPTIONS

The timeframes, costs, and other commitments of CONTRACTOR contained herein are subject to the assumptions contained in this SOW, including the following:

- (a) DISTRICT will commit the necessary resources and management involvement, as described herein, to support DISTRICT'S and CONTRACTOR'S work and to accomplish the Project objectives and schedule set forth in this SOW.
- (b) Any decisions required to be made by DISTRICT pursuant to this SOW shall be made within three (3) business days after CONTRACTOR'S request therefor.
- (c) CONTRACTOR will not be responsible for:
 - Configuration, sizing, or performance analysis of hardware
 - Cleansing DISTRICT source data. CONTRACTOR will extract data from the source application as-is. Data will be cleansed by DISTRICT *prior* to migration into SDW-DB.

EXHIBIT C

CONTRACTOR CONFIDENTIALITY AGREEMENT

[See attached]

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Resolution Nos. 18-1212A and 18-1212B Authorizing Specified Employees of the Cerritos Community College District to Approve Notices of Employment, Contracts, and Orders for Salary or Commercial Payments in the LACOE Financial System for the Period January 1, 2019 to December 31, 2019.

ACTION

It is recommended that the Board of Trustees approve Resolution Nos. 18-1212A and 18-1212B authorizing specified employees of the Cerritos Community College District to approve notices of employment, contracts, and orders for salary or commercial payments in the LACOE financial System for the Period January 1, 2019 to December 31, 2019.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Board of Trustees must officially authorize board members and specified employees to approve designated documents for the District.

The Los Angeles County Office of Education (LACOE) requires authorization by the Board of Trustees of specified individuals to approve documents in the LACOE Financial System. It is required that a Certificate of Signatures be approved for the next calendar year to be effective January 1, 2019. Attached are the Resolutions which, upon approval by the Board of Trustees and the affixing of signatures, will authorize specific employees of the Cerritos Community College District to approve designated documents for the period January 1, 2019 through December 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

LACOE Resolution Nos. 18-1212A and 18-1212B - Signature Authority List of Names

RESOLUTION # 18-1212A
CERRITOS COMMUNITY COLLEGE DISTRICT

As Clerk/Secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign Notices of Employment, Contracts, and Orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections below. *If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: January 1, 2019 to December 31, 2019 in accordance with governing board approval dated December 12, 2018.

NOTE: Please TYPE name under signature.

Signature _____
 Clerk (Secretary) of the Board

<u>Column 1</u>	<u>Column 2</u>
<u>Signatures of Members of Governing Board</u>	<u>Signatures of Personnel and/or Members of the Governing Board authorized to sign Warrants, Orders for Salary Payment, Notices of Employment, and Contracts:</u>
Signature: _____ Type: _____ President of the Board of Trustees/Education	Signature: _____ Type: Dr. Jose Fierro Title: President/Superintendent
Signature: _____ Type: _____ Vice President of the Board of Trustees/Education	Signature: _____ Type: Mr. Felipe Lopez Title: Vice President of Business Services/Assistant Superintendent
Signature: _____ Type: _____ Clerk of the Board of Trustees/Education	Signature: _____ Type: Mr. Edmund (Rick) Miranda Title: Vice President of Academic Affairs/Assistant Superintendent
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: (Vacant) Title: Vice President of Student Services/Assistant Superintendent
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: Dr. Adriana Flores-Church Title: Vice President of Human Resources/Assistant Superintendent
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: Mr. Noorali Delawalla Title: Director of Fiscal Services
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: Mark B. Logan Title: Director of Purchasing

If the Board has given special instructions for signing warrants or orders, please attached a copy of the resolution to this form.

*K-12 District	Community College Districts
42632	85232
42633	85233
44843	87412

LACOE Resolution-Signature Authority-List of names. word

Number of signatures required:

On Orders of Payment	_____
"A" Warrants	_____
"B" Warrants	_____
On Notice of Employment	_____
On Contracts	_____

RESOLUTION #18-1212B

CERRITOS COMMUNITY COLLEGE DISTRICT

As Clerk/Secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign Notices of Employment, Contracts, and Orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections below. *If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: January 1, 2019 to December 31, 2019 in accordance with governing board approval dated December 12, 2018

NOTE: Please TYPE name under signature.

Signature _____
Clerk (Secretary) of the Board

<u>Column 1</u>	<u>Column 2</u>
<u>Signatures of Members of Governing Board</u>	<u>Signatures of Personnel and/or Members of the Governing Board authorized to approve Warrants, Orders for Salary Payment, Notices of Employment, and Contracts:</u>
Signature: _____ Type: _____ President of the Board of Trustees/Education	Signature: _____ Type: Mr. Felipe Lopez Title: Vice President of Business Services
Signature: _____ Type: _____ Vice President of the Board of Trustees/Education	Signature: _____ Type: Mr. Noorali Delawalla Title: Director of Fiscal Services
Signature: _____ Type: _____ Clerk of the Board of Trustees/Education	Signature: _____ Type: Deanna Hart Title: Payroll Manager
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: Kathy Burgos Title: Accounting Manager
Signature: _____ Type: _____ Member of the Board of Trustees/Education	Signature: _____ Type: Conrad Selorio Title: Budget Manager
Signature: _____ Type: _____ Member of the Board of Trustees/Education	
Signature: _____ Type: _____ Member of the Board of Trustees/Education	

If the Board has given special instructions for signing warrants or orders, please attached a copy of the resolution to this form.

*K-12 District	Community College Districts
42632	85232
42633	85233
44843	87412

Number of signatures required:

On Orders of Payment	_____
"A" Warrants	_____
"B" Warrants	_____
On Notice of Employment	_____
On Contracts	_____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

<p>SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2018</p>
--

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2017-18 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure CC Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

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

<p>SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2018</p>

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2017-18 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure G Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**

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

<p>SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2018</p>
--

ACTION

It is recommended that the Board of Trustees receive and accept the 2017-18 fiscal year audit report for Cerritos Community College District as presented by the audit firm of CliftonLarsonAllen LLP.

FISCAL IMPACT

Reduction in General Apportionment revenue of \$117,183.65 due to over reporting of FTES related to Daily Student Contact Hours and Weekly Student Contact Hours (22.75 FTES x \$ Credit FTES \$5,150.93 = \$117,183.65)

REPORT SUMMARY

An independent audit of the financial records of the Cerritos Community College District is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies. The 2017-2018 Independent Audit Report is presented to the Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY: _____
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2018-2019 Academic Year

FACULTY: TEMPORARY PART-TIME 2018-2019 ACADEMIC YEAR

I. BUSINESS/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Baudot, Leon	RE	Real Estate	3AM	69.51
Calvert, Joe	RE	Paralegal	1BD	64.74
Flores, Dia	RE	Anthropology	3BM	69.51
Frazier, Jessica	RE	Real Estate	1BM	62.55
Kim, Kendrick	RE	Real Estate	1BM	62.55
Latson, Jack	RE	History	5BM	76.63
Tadeja, Chester	RE	Education	1BM	62.55
Wolfe, John	RE	Administration of Justice	1BM	62.55

II. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Morris, Krystle	NH	Dental Assisting	1AB	60.43

III. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Ruiz de Castilla, Clariza	RE	Speech	3AD	71.94
Sandoval, Amy	RE	English	6AM	78.56
Trickett, Dawn	RE	Speech	5AM	76.63

IV. TECHNOLOGY

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Edwards, Brandy	NH	Cosmetology	1AB	60.43
Hopson, Wendie	NH	Cosmetology	1AB	60.43

V. STUDENT SERVICES/COUNSELING

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Alvarado, Joanna	RE	Counseling	3DM	53.95

* 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: **December 12, 2018**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

<p>SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 Academic Year</p>

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Classification	Salary Placement	Name	Effective Date	Status
Administrative Clerk II (Counseling)	Classified Salary Schedule Grade 24, Step 1 (\$3,339.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Athletic Eligibility Specialist (HPEDA)	Classified Salary Schedule Grade 30, Step 1 (\$3,826.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Graveyard Dispatcher – Campus Police (Campus Police/Categorically Funded)	Classified Salary Schedule Grade 27, Step 1 (\$1,504.02/month, 40% weekends + 5% graveyard differential)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Lock Systems Specialist (Facilities)	Classified Salary Schedule Grade 38, Step 1 (\$4,608.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Public Affairs Specialist (Public Affairs)	Classified Salary Schedule Grade 38, Step 1 (\$4,608.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Senior Applications Analyst (2) Positions (IT)	Classified Salary Schedule Grade 52, Step 1 (\$6,400.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Custodian (Facilities)	Classified Salary Schedule Grade 23, Step 1 (\$3,262.00/month plus 2.5% swing shift differential)	To be provided on the revision	To be provided on the revision	To be provided on the revision

* Categorically Funded

** Specially Funded

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 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>
Aly, Hemat Sobhy Kamel*	CalWORKs	Instructional Aide II	\$13.30/hr	11/06/18
Arreola, Isabel Guadalupe	Business Humanities	Instructional Aide I	\$11.00/hr	11/13/18
Boktour, Nabil Samy Nasseif*	Financial Aid	Clerk	\$11.00/hr	11/07/18
Chau, Ryan Christopher	HPEDA	Locker Room Attendant	\$11.00/hr	10/29/18
Collazo, Cynthia Janet*	Financial Aid	Instructional Aide II	\$13.30/hr	11/06/18
Corpuz, Amir Soriano	Success Center	Instructional Aide II	\$13.30/hr (1)	11/13/18
Cuthbert, Kimberly Lissette*	Financial Aid	Clerk	\$11.00/hr	11/08/18
De Hoyos, Katalina*	CalWORKs	Clerk	\$11.00/hr	11/06/18
Hogue, Hailey Elise*	CTE	Program Facilitator	\$14.32/hr	11/28/18
Khalil, Haydar	Success Center	Instructional Aide II	\$13.30/hr (1)	11/08/18
Khalil, Zeinab	Success Center	Instructional Aide II	\$13.30/hr (1)	11/08/18
Mitchell, Kimberly*	CTE	Program Facilitator	\$14.32/hr	11/08/18
Moreno, Angela*	Financial Aid	Instructional Aide II	\$13.30/hr	11/13/18
Olivas, Alyssa*	EPP	Vocational Education & Special Projects Assistant	\$17.04/hr	11/14/18
Palamidessi, Samantha	Health Occupations	Instructional Aide I	\$11.00/hr	11/07/18
Torres, Erick Elvis	EPP	Student Affairs Technician	\$12.05/hr	11/26/18
Villa, Gabrielle Mae	EPP	Vocational Education & Special Projects Assistant	\$17.04/hr	11/08/18

* Categorically Funded

** Specially Funded

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **December 12, 2018**
Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Acknowledgement of Receipt of the Addendum to the March 28, 2018, Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for July 1, 2018 - June 30, 2021.

ACTION

It is recommended that the District acknowledge receipt of the attached addendum to the March 28, 2018, initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021.

FISCAL IMPACT

The financial implications are contingent on the results of negotiations.

REPORT SUMMARY

The attached addendum to the March 28, 2018, initial proposal was submitted by CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, pursuant to the provisions of Article 2.4.1 and Article 28 of the CSEA-District Collective Bargaining Agreement and for public review at the November 14, 2018, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the CSEA addendum to the March 28, 2018, initial proposal. A public hearing item has been placed on the December 12, 2018, regular Board meeting agenda and the public shall have an opportunity to comment on this addendum to the March 28, 2018, initial proposal. Following the public hearing, the Board shall take action to acknowledge official receipt of CSEA's addendum to the March 28, 2018, initial proposal.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

CSEA Chapter #161 Addendum to the March 28, 2018, Initial Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018 - June 30, 2021.



CSEA Chapter 161

Memorandum

TO: Dr. Adriana Flores-Church, Vice President of Human Resources

FROM: Lynn Laughon, President CSEA Chapter #161 *LL*

DATE: October 8, 2018

SUBJECT: CSEA Chapter #161's Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018, and ending June 30, 2021 re-opens.

addendum to it's aw

The following represents CSEA and its Chapter #161's initial proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the District, as per Article 2, for the period beginning July 1, 2018, and ending June 30, 2021 re-opens.

ARTICLE 25: Professional Growth

CSEA, Chapter #161 proposes to negotiate in whole or in part, the above stated article.
