



CERRITOS COLLEGE

B O A R D B O O K

JANUARY 16, 2019



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

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

Wednesday, January 16, 2019 at 7:00 p.m.

CALL TO ORDER:

Carmen Avalos, Board President

Carmen Avalos, Member
Trustee Area 2

Marisa Perez, Member
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

James Cody Birkey, Member
Trustee Area 3

Zurich Lewis, Board President
Trustee Area 7

Dr. Shin Liu, Board Vice President
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Phil Herrera
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

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

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

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

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

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

<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>REPORTS AND COMMENTS FROM CONSTITUENT GROUPS</i>

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

- | |
|--|
| <ul style="list-style-type: none"> • Associated Students of Cerritos College (ASCC) President • Faculty Senate President • Cerritos College Faculty Federation (CCFF) President • California School Employees Association (CSEA) President • Association of Cerritos College Management Employees (ACCME) President |
|--|

OPEN SESSION AGENDA

4. **Swearing In of Re-Elected and Newly Elected Trustees**

Installation of Re-Elected Board Members

- James Cody Birkey

5. **Institutional Presentation: Recognition of Classified Employee of the Month**

The Board of Trustees will recognize Aya Abelon, Media Relations Coordinator, as Classified Employee of the Month for November 2018.

6. Institutional Presentation: Honoring Cerritos College Athletics Accomplishments

The Board of Trustees will recognize the following Cerritos College Athletics Accomplishments:

- Men's Soccer Team - State and National Champions
- Benny Artiaga and Men's Soccer Coaching Staff - West Regional Coaching Staff of the Year
- Sydney Carr, Women's Soccer - National Player of the Year for Junior Colleges

7. Institutional Presentation: Taipei Experience Education Program

The Board of Trustees will receive an update regarding the Taipei Experience Education Program.

CONSENT CALENDAR ITEMS

Agenda Items 8-39 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

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

9. Grant from the California Community Colleges Chancellor's Office: Education Futures – Scaling Teacher Preparation Pipeline Programs

It is recommended that the Board of Trustees approve the acceptance of the California Community College Chancellor's Office Educational Futures Grant Amendment to extend the grant end date from December 31, 2018 to November 30, 2019. The grant was approved by the board on April 11, 2018. The Cerritos College Teacher TRaining ACademy (Teacher TRAC) initially received a Regional Model Grant award of \$96,670 with an augmentation of \$20,000 to serve as the Los Angeles County Regional Lead, for a total of \$116,670. During the extended grant period an additional \$116,670 will be awarded. Seventy-five percent (75%) of the total amount of the grant will be released upon execution of the contract, and twenty-five percent (25%) will be released when the grant is closed out at the end of the grant term. Reporting will continue on a quarterly basis as follows: January 31, 2019; April 30, 2019; July 31, 2019; October 31, 2019; and November 30, 2019 (final report). No District funds will be expended.

10. Basic Skills Initiative Funded Stipends for Professional Development Training for Active Statistics Teaching Academy for Math Faculty for Summer of 2018

It is recommended that the Board of Trustees approve stipends in the total amount of \$7,200 for faculty who participated in the professional development workshops facilitated by Angie Conley and Matt Montgomery to develop curriculum in compliance with effective practices associated with teaching Statistics in Math. Basic Skills Initiative funds will be utilized. No general funds will be used. Basic Skills Initiative funds will be utilized.

11. Liberal Arts-Funded Stipend for Part-Time Faculty Forensics Assistant Coach

It is recommended that the Board of Trustees approve a stipend of \$250.00 to Adam Navarro as compensation for serving as a Forensics Coach Mentor to three speech faculty. Liberal Arts division general funds will be utilized. Funds will be drawn from the Liberal Arts-Forensics' budget in the amount of \$250.00.

12. Embedded Tutoring Program Stipends for Fall

It is recommended that the Board of Trustees approve stipends in the total amount of \$10,050 for faculty members who participated in the Embedded Tutoring program in Fall 2018. Instructors attend training sessions and meet with tutors. The coordination between classroom instructors and tutors provides integrated support for students and increases student success. Student Equity funds will be utilized. General funds will not be used for these stipends. Student Equity funds will be utilized.

13. Regional Strong Workforce Round 1 Stipend for Faculty

It is recommended that the Board of Trustees approve a stipend for \$3,326 for Zheng “Kenny” Lou upon completion of individual projects designed to improve Career Technical Education Programs for Round 1 for July 2016 through December 2018. Strong Workforce Program funds will be utilized. Strong Workforce Program funds in the amount of \$3,326 will be utilized for this expenditure. No district general funds will be used.

14. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #18-300 for Fall 2018

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$8,400 to nursing faculty members for work completed August 13, 2018 through December 14, 2018 as stipulated in and funded by the RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

15. Stipends for Nursing Faculty Training Mandated by Clinical Sites

It is recommended that the Board of Trustees approve payment of stipends for mandated nursing faculty training in the total amount of \$11,425. General funds will be utilized. General funds will be used.

16. Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 16P002, Category 03), Anderson Charnesky Structural Steel, Inc., Shade Structures

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of \$4,785 for the Shade Structures project. The deductive amount from Change Order No. 2 will be \$4,785, decreasing the contract amount to \$1,765,940. Funding will be reallocated to the GO Bond.

17. Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 17P003), Pacific Coast Cabling, Inc. dba PCC Network Solutions, Campus Fiber Upgrade

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of \$39,392 for the Campus Fiber Upgrade project. The deductive amount from Change Order No. 1 will be \$39,392, decreasing the contract amount to \$1,059,606.03. Funding will be reallocated to the GO Bond.

18. Contracts for the Month of October 2018

It is recommended that the Board of Trustees approve the contracts that were processed during the month of October 2018. Funding sources vary and are dependent upon the goods/services purchased.

19. Contracts for the Month of November 2018

It is recommended that the Board of Trustees approve the contracts that were processed during the month of November 2018. Funding sources vary and are dependent upon the goods/services purchased.

20. Purchase Orders for the Month of October 2018

It is recommended that the Board of Trustees approve the purchase orders processed during the month of October 2018. Funding sources vary and are dependent upon the goods/services purchased.

21. Purchase Orders for the Month of November 2018

It is recommended that the Board of Trustees approve the purchase orders processed during the month of November 2018. Funding sources vary and are dependent upon the goods/services purchased.

22. Ratification of the Amendment to the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2018-2019

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2018-2019. Cerritos College will receive funding in the amount of \$47.98 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$239,131; funding is made possible through the California Department of Education. No District general funds will be used.

23. Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019. Cerritos College will receive funding in the amount of \$48.28 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$998,871; funding is made possible through the California Department of Education. No District general funds will be used.

24. Ratification of Change Order No. 1 [Owner Added Scope, Errors/Omissions], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope, Errors/Omissions] in the amount of \$9,703 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be \$9,703, increasing the contract amount to \$404,703. Funding will be allocated from the GO Bond.

25. Ratification of Change Order No. 1 [Errors/Omissions, Owner Added Scope], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 1 [Errors/Omissions, Owner Added Scope] in the amount of \$24,410.60 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be \$24,410.60, increasing the contract amount to \$5,380,853.60. Funding will be allocated from the GO Bond.

26. Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 17P009, Category 21), Audio Associates of San Diego, Health and Wellness Complex BC-21 (Audio Visual)

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope] in the amount of \$44,301.70 for the Health and Wellness Complex BC-21 (Audio Visual) project. The amount from Change Order No. 1 will be \$44,301.70, increasing the contract amount to \$710,214.70. Funding will be allocated from the GO Bond.

27. Award Independent Contractor Services Agreement with Sally Swanson Architects, Inc. for the District's ADA Self Evaluation and Transition Plan Services

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into an Independent Contractor Services Agreement ("Agreement") with Sally Swanson Architects, Inc. of Burbank, California for the purpose of providing consulting services for the ADA Self Evaluation and Transition Plan for Cerritos College pursuant to Request for Proposal (RFP) No. 18C0107, ADA Self Evaluation and Transition Plan Services. The total contract sum shall be for the not-to-exceed amount of \$195,000; funding for this agreement will be allocated from the Measure G funds.

28. Sale of Surplus and Obsolete Materials/Equipment

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

29. Sub-Contractor Agreement with Alhambra Unified School District on behalf of Mark Keppel 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 Alhambra Unified School District on behalf of Mark Keppel 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.

30. Ratification of Agreement with the Community College Foundation for Resource Family Approval Training Services

It is recommended that the Board of Trustees ratify the agreement with The Community College Foundation for Resource Family Approval Training Services. Cerritos College will receive a not-to-exceed amount of \$37,500; funding for this contract is provided by monies received from The Community College Foundation for the Resource Family Approval (RFA) Training Services program.

31. Ratification of Amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for Additional Services on the Social Science Elevator Project

It is recommended that the Board of Trustees ratify the second amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Social Science Elevator project. The total contract sum shall be increased \$9,463.66 for a new not-to-exceed amount of \$133,049.03; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

32. Ratification of Amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for Additional Services on the Social Science Elevator Project

It is recommended that the Board of Trustees ratify the second amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for additional services on the Social Science Elevator Project. The total contract sum shall be increased \$16,516.78 for a new not-to-exceed amount of \$90,919.89; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

33. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2018

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending December 31, 2018. The items are budgeted in the General Fund.

34. Resolution #19-0116 to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30

It is recommended that the Board of Trustees approve Resolution #19-0116A authorizing the use of an estimated \$14,955,078 of Education Protection Account proceeds resulting from the passage of Proposition 30 to partially fund instructional salaries and benefits. The estimated revenue is projected at \$14,955,078 for Cerritos College and funds will be utilized for faculty salaries and benefits.

35. Make Budget Transfers and Budget Adjustments

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

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

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

37. 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.

38. 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.

39. Changes to the Substitute and/or Short-Term Hourly Salary Schedule

It is recommended that the Board of Trustees approve the adjustment of hourly rates to: a) comply with the State Minimum Wage; b) adjust the short-term hourly rate for the Sr. Applications Analyst, Sr. Network Administrator, Campus Police Officer, and Campus Police Dispatcher Clerk job classifications; and c) add an Assistant Coach job classification. The State Minimum Wage changed from \$11.00 to \$12.00/hour effective January 1, 2019. The following changes to the hourly rate for short-term hourly positions are recommended: Sr. Applications Analyst would change from \$19.78 to \$44.50; Sr. Network Administrator would change from \$21.83 to \$47.83; Campus Police Officer would change from \$18.98 to \$29.87; and Campus Police Dispatcher Clerk would change from \$12.00 to \$20.66. In addition, it is recommended to add the short-term hourly (professional expert) job classification of Assistant Coach to the Athletics Recreations schedule. The cost to be borne entirely by the hiring department's annual budget.

INFORMATION ITEMS

Agenda Items 40-42 are presented as Information Items.

40. Information Item: College Coordinating Committee Minutes

The Board of Trustees will review the November 5, November 19, and December 3, 2018 College Coordinating Committee Minutes.

41. Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

The Board of Trustees will review the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

42. Information Item: Board Policy Review

In accordance with Board Policy 2410 – Policy and Administrative Procedure, the Board shall review the policies on a regularly scheduled basis to be completed no later than one year prior to the regularly scheduled accreditation site visit. The next site visit is scheduled for Spring 2020.

ADMINISTRATIVE ITEM

Agenda Items 43-44 are presented as Administrative Items.

43. Consideration of Approval of Board Advisory Committee Membership

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

44. Consideration of Approval of Nominee for CCCT Board Election

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

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

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

A. Case #: 92671107

46. 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)

47. Reconvene to Open Session

48. Adjournment

***The Next Regular Meeting of the Board of Trustees is set for
Wednesday, February 6, 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 January 11, 2019 at 4:30 p.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 8

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

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

ACTION

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

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 16, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	ALL		New prerequisite wording: ENGL X/MATH X or equivalent with a grade of "C" or higher OR satisfactory completion of the assessment/placement process with eligibility for ENGL X/MATH X.	November 8, 2018
New	Liberal Arts	READ 101 – Reading and Learning Strategies for College Success Unit: 3 Hours: 3 Lecture/ 0 Lab Prerequisite: None Co-requisite: None Recommendation: None	Due to changes in the SLO's required of students at the college, the department had decided to add this student success course. The addition of this course necessitates new course proposals, as per Chancellor's Office recommendations regarding student success in the community college. General Education, Distance Educations, Class Size: 35 (resubmission from November 10, 2017 Curriculum meeting)	October 25, 2018
New	Liberal Arts	READ 102 – Academic Reading in the Content Areas Unit: 3 Hours: 3 Lecture/ 0 Lab Prerequisite: None Co-requisite: None Recommendation: None	READ 102 exposes students to the diverse media sources of information, giving them the critical thinking skills necessary to locate and evaluate digital information. General Education, Class Size: 30	October 25, 2018
New	Health, Physical Education, Dance, and Athletics	DANC 102 - Introduction to Adaptive Dance Units: 2 Class Hours: 1 Lecture / 3 Lab Prerequisite: None Co-requisite: None Recommendation: None	In a verbal survey of both Dance and Adaptive faculty, we have identified a love of dance, and a need for a dance class geared specifically to individuals desiring to take adaptive movement classes. Movement components will be adaptable to many forms of mobility. This course introduces elements of multiple dance genres for individuals with disabilities. Students will explore the benefits of breath, components of weight-shifting and gravity, as well as rhythm and space.	November 8, 2018

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 16, 2019

Modification	Business, Humanities, and Social Sciences	ACCT 250 – Income Tax Accounting	Adding Distance education option effective spring 2019.	October 25, 2018
Modification	Business, Humanities, and Social Sciences	ACCT 251 – Advanced Income Tax Accounting	Adding Distance education option effective spring 2019	October 25, 2018
Modification	Science, Engineering, and Math	MATH 75 – Mathematical Literacy for College Students	Reducing class size from 40 to 30	October 25, 2018
Modification	Science, Engineering, and Math	MATH 112 – Elementary Statistics	Adding MATH 75 as a prerequisite. Prerequisite: Math 80 or Math 80B or Math 75 or equivalent with a grade of "C" or "Pass" or higher OR satisfactory completion of the math assessment/placement process with eligibility for Math 112.	October 25, 2018
Modification	Health, Physical Education, Dance and Athletics	DANC 131 - Dance Notation	Proposed new title: Dance Movement Analysis Added Distance Education	November 8, 2018
Modification	Health, Physical Education, Dance and Athletics	DANC 132 - Dance and Digital Technology	Proposed new title: Dance and Technology Added Distance Education	November 8, 2018
Modification	Liberal Arts	ASL 216 - Beginning Interpreting and Ethics 2	Added ASL 215 to prerequisite as an additional option Content Review: ASL 211 or ASL 215 or equivalent with a grade of "C or higher" or "Pass".	November 8, 2018
Modification	Technology	ARCH 110 - Introduction to Architecture and Environmental Design	Added Distance Education	November 8, 2018

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 16, 2019

Modification	Technology	ARCH 112 - History of Architecture	Added Distance Education	November 8, 2018
Modification	Technology	ARCH 113 - Building Codes	Added Distance Education	November 8, 2018
Modification	Technology	ARCH 213 – Introduction to 3-D Computer Aided Drafting	Removed "Architectural Desktop and Viz Render" software from the course description	November 8, 2018
New Program	Health, Physical Education, Dance and Athletics	Commercial Dance - Certificate of Achievement (CTE)	Los Angeles is the epicenter of the commercial dance world. The jobs, studios, and entertainment jobs that supply and support this industry are local to Cerritos students. Cerritos College dance students desire to be a part of this industry as dancers, choreographers, and instructors. In order to maximize use of our new site and facilities, the Commercial Dance Certificate of Achievement continues the expansion of the Cerritos College Dance Department's offerings from a single AA Degree and certificate, into a department offering multiple certificates of achievement. Finally, the Commercial Dance Certificate of Achievement is considered a CTE certificate and would make us eligible for Perkins Funding, which would enable us to bring additional students, services, and attention to the Dance Program. This Certificate of Achievement is built to be stacked on successful achievement of the Dance Foundations Certificate of Achievement, providing clear guidelines and pathways to careers for our dance students.	November 8, 2018
New Program	Technology	Architectural Computer-Aided Drafting and Design - Certificate of Achievement (CTE)	Employers are seeking students with advanced technical skills in computer-aided drafting and design who are knowledgeable about the programs utilized by a majority of those in the industry.	November 8, 2018

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 16, 2019

New Program	Technology	Architectural Drafting and Design- Certificate of Achievement (CTE)	Employers are seeking students with technical skills in drafting and design who are knowledgeable about the techniques utilized by a majority of those in the industry.	November 8, 2018
New Program	Technology	Architectural Practice – Certificate of Achievement (CTE)	Employers are seeking students with technical skills who are knowledgeable about the fundamentals of Architectural Practice utilized by a majority of those in the industry.	November 8, 2018
Modification	Health, Physical Education, Dance, and Athletics	Division name change	The HPEDA division will be changing their division name to Kinesiology division. Effective Fall 2019	April 26, 2018
Modification	Health, Physical Education, Dance and Athletics	Dance – Associate in Arts	Added new course DANC 102; Updated title to DANC 131 and DANC 132	November 8, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 50 – Business Math for Manage	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 62 – Business for Internet	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 63 – How to Start a Home-Based Business	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 98 – Directed Studies	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 99 – Directed Studies	Course will no longer be offered	October 25, 2018

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 16, 2019

Inactivation	Business, Humanities, and Social Sciences	BA 105 – Personnel Policies and Procedures	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 200 – Principles of Banking	Course will no longer be offered	October 25, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 201 – Money and Banking	Course will no longer be offered	October 25, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director, Educational
Partnerships and Programs

SUBJECT:	Consideration of Acceptance of a Grant from the California Community Colleges Chancellor's Office: Education Futures – Scaling Teacher Preparation Pipeline Programs

ACTION

It is recommended that the Board of Trustees approve the acceptance of the California Community College Chancellor's Office Educational Futures Grant Amendment to extend the grant end date from December 31, 2018 to November 30, 2019. The grant was approved by the board on April 11, 2018.

FISCAL IMPACT

The Cerritos College Teacher TRaining ACademy (Teacher TRAC) initially received a Regional Model Grant award of \$96,670 with an augmentation of \$20,000 to serve as the Los Angeles County Regional Lead, for a total of \$116,670. During the extended grant period an additional \$116,670 will be awarded. Seventy-five percent (75%) of the total amount of the grant will be released upon execution of the contract, and twenty-five percent (25%) will be released when the grant is closed out at the end of the grant term. Reporting will continue on a quarterly basis as follows: January 31, 2019; April 30, 2019; July 31, 2019; October 31, 2019; and November 30, 2019 (final report). No District funds will be expended.

REPORT SUMMARY

Teacher TRAC will continue to utilize funds to build upon the TPP model to expand services to the state identified high priority student populations of students successful in CTE/STEM and students underrepresented in teaching professions. Expansion will include developing a preschool pathway and adding additional CTE areas. Teacher TRAC staff and leadership will participate in a regional community of practice involving K-12 and four-year university partnerships.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16,**
2019 Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Niki Lovejoy-Robold
Interim Developmental Education
Coordinator

Shawna Baskette
Dean of Academic Success, Library

SUBJECT:	Consideration of Approval of Basic Skills Initiative Funded Stipends for Professional Development Training for Active Statistics Teaching Academy for Math Faculty for Summer of 2018

ACTION

It is recommended that the Board of Trustees approve stipends in the total amount of \$7,200 for faculty who participated in the professional development workshops facilitated by Angie Conley and Matt Montgomery to develop curriculum in compliance with effective practices associated with teaching Statistics in Math. Basic Skills Initiative funds will be utilized.

FISCAL IMPACT

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

REPORT SUMMARY

During the Summer 2018 session, faculty participated in professional development training to learn effective practices and develop curriculum to support and ensure the success of Math students in Statistics classes.

Faculty participated during the following dates:

- June 18 – July 24, 2018

Faculty participated in the following activities:

- Completing an orientation
- Developing a statistics lesson based on Guidelines for Assessment and Instruction in Statistics Education (GAISE) recommendations
- Attending a meeting with a mentor to review and/or refine lesson
- Videotaping the lesson during a live class session
- Developing an assessment based on GAISE recommendations
- Reviewing other peers' videos and provide feedback
- Attending a final meeting.

Facilitators Angie Conley and Matt Montgomery prepared material, facilitated orientation and final meeting, and followed up with faculty to provided support per the effective practices for Statistics that followed GAISE recommendations. The Coordinators earned \$1,650.00 for their time.

The following faculty are eligible for stipends not to exceed the amounts listed:

Angie Conley	\$1,650.00	Coordinator
Mina Do	\$375.00	Participant
Mike Huang	\$600.00	Instructor
Jason Hultman	\$375.00	Participant
Karen Lai	\$600.00	Instructor
Manuel Lopez	\$600.00	Instructor
Matt Montgomery	\$1,650.00	Coordinator
Manny Morales	\$375.00	Participant
Emma Niu	\$600.00	Instructor
Paul Yi	\$375.00	Participant

Total: \$7,200.00

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Frank Mixson
Instructional Dean of Liberal Arts

SUBJECT: Consideration of Approval of Liberal Arts-Funded Stipend for Part-Time Faculty Forensics Assistant Coach

ACTION

It is recommended that the Board of Trustees approve a stipend of \$250.00 to Adam Navarro as compensation for serving as a Forensics Coach Mentor to three speech faculty. Liberal Arts division general funds will be utilized.

FISCAL IMPACT

Funds will be drawn from the Liberal Arts-Forensics' budget in the amount of \$250.00.

REPORT SUMMARY

Per deliverables listed below, Adam Navarro has satisfied the requirements of the mentorship agreement and is now eligible for his stipend.

- 1) A sample Forensics syllabus
- 2) A coaching checklist (one page listing items to review during OI preparation)
- 3) Recommended reading list/books for coaches to read
- 4) List of recommended websites
- 5) Allow mentees to observe four hours of coaching
- 6) Provide an opportunity for mentees to coach, and then providing the mentees feedback
- 7) Recommend sources for interpretive events (for example, where should students look for material for dramatic interpretation or poetry interpretation)

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Kaitlin Scott
Librarian

Shawna Baskette
Dean of Academic Success, Library

SUBJECT:	Consideration of Approval of Embedded Tutoring Program Stipends for Fall 2018

ACTION

It is recommended that the Board of Trustees approve stipends in the total amount of \$10,050 for faculty members who participated in the Embedded Tutoring program in Fall 2018. Instructors attend training sessions and meet with tutors. The coordination between classroom instructors and tutors provides integrated support for students and increases student success. Student Equity funds will be utilized.

FISCAL IMPACT

General funds will not be used for these stipends. Student Equity funds will be utilized.

REPORT SUMMARY

Faculty were provided with the opportunity to attend up to three training meetings for embedded tutoring.

8/31/18: Introduce best practices in utilizing embedded tutors in the classroom
10/15/18: Mid-semester check-in to assess utilization of embedded tutors, share information and strategies, and answer questions
11/19/18: End of semester follow up to assess benefits and challenges faculty experienced with embedded tutoring to improve the program

These meetings were not required, and faculty were aware that they could receive a \$75 stipend for each meeting attended.

All faculty utilizing embedded tutors were responsible for conducting at least 2 hours of meetings over the course of the semester with the embedded tutor(s) assigned to each section. No restrictions were placed on the length of the meeting, as it was dependent on the schedule of each instructor and tutor. Each section is eligible for a \$225 stipend to compensate for this time.

Upon completion of the Embedded Tutoring program and participation in program meetings, the following faculty are eligible for stipends not to exceed the amount listed:

Faculty	Stipend	Sections with Embedded Tutor	Meetings attended
Lee Anne McIlroy	\$450	2	N/A
Christine Walker	\$225	1	N/A
Niki Lovejoy-Robold	\$525	2	8/31/18
Judith Crozier	\$225	1	N/A
Janet Mitchell-Lambert	\$225	1	N/A
Michelle Nava	\$225	1	N/A
Catherine Lamas	\$525	2	8/31/18
Wendy Walsh	\$525	2	8/31/18
Lydia Alvarez	\$1,125	5	N/A
Martha Robles	\$300	1	8/31/18
Nancy Spradlin	\$300	1	10/15/18
Mojdeh Nikdel	\$450	2	N/A
Daniela Cortez	\$675	3	N/A
Patti George	\$675	3	N/A
Tatiana Roque	\$450	2	N/A
Angela Conley	\$750	3	10/15/18
Yiran Zhou	\$675	3	N/A
Basirat Alabi	\$375	1	8/31/18, 10/15/18
Christian Brown	\$225	1	N/A
Solomon Namala	\$450	2	N/A
Damon Cagnolatti	\$225	1	N/A
Crystal Lovetere	\$450	2	N/A
Total	\$10,050	42	

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Andrew Vines
Dean, Science, Engineering and Math

SUBJECT:	Consideration of Approval of Regional Strong Workforce Round 1 Stipend for Faculty

ACTION

It is recommended that the Board of Trustees approve a stipend for \$3,326 for Zheng “Kenny” Lou upon completion of individual projects designed to improve Career Technical Education Programs for Round 1 for July 2016 through December 2018. Strong Workforce Program funds will be utilized.

FISCAL IMPACT

Strong Workforce Program funds in the amount of \$3,326 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

As part of the effort to improve Career Technical Education Programs, the CIS (SEM Division) was allocated Regional Strong Workforce Round 1 funding to improve Career Technical Education Programs under its CTE TOP Code. The Regional NetLab Hub and Cybersecurity Project is an Orange County/Los Angeles County Regional project to create a regional NetLab Hub. The consortium members include ten community colleges.

This regional consortium of community colleges will give Southern California students round-the-clock access to CTE training and virtual labs. The virtual lab system will be used for courses that prepare students for jobs in IT and Cybersecurity. A regional sharing model enables participating colleges to offer courses that support training for certifications from the industry's most recognized providers, such as Cisco, CompTIA, and VMware. The ability to offer a multitude of classes without each campus investing in expensive lab equipment is a major benefit. This combination of software and hardware will enable faculty and students, from any internet accessible location, to utilize a virtual lab environment designed to provide employer demanded “hands-on” experience with a variety of computer operating systems, networking equipment, and application software. The group will work with Coastline to duplicate/expand programs to include cybersecurity within the LA region.

The work plan major activities include utilizing NetLab in programs of study, procuring equipment, software, and licenses to work as part of the NetLab Hub, developing cybersecurity program of study, hiring full time faculty, developing curriculum for cybersecurity programs, and offering classes in cybersecurity.

The overall outcomes are:

- Increase enrollment
- Increase number of completers of institutionalized certificates and degrees in cybersecurity
- Increase number of transfers to four-year institutions
- Increase student employment and higher earnings

The \$3,326 faculty stipend will be paid upon completion of the following deliverables:

- Installation of NetLab through software, hardware, and servers
- Purchase of hardware and software to support academic programs
- Revision to cybersecurity program of study
- Attendance and participation at consortium meetings
- Participation in professional development opportunities

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: January 16, 2019

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean
Health Occupations

Rebecca Orozco
Assistant Director
Nursing Program

SUBJECT:	Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #18-300 for Fall 2018

ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$8,400 to nursing faculty members for work completed August 13, 2018 through December 14, 2018 as stipulated in and funded by the RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT

The RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

REPORT SUMMARY

These stipends will be utilized to fund faculty conducted activities in accordance with the grant work plan objectives and activities. The grant work plan activities include:

- The nursing program will provide an Assessment/Remediation Case Manager to assist students who do not meet the cut score on the pre-admission Testing of Essential Academic Skills (TEAS) assessment test in order to achieve readiness for the nursing program as mandated by the grant
- Faculty will conduct a TEAS remediation work-shop for students preparing to retest
- Nursing faculty will conduct workshops and simulation scenarios to support clinical and didactic practice to promote critical thinking, enhance clinical judgment and promote student success
- Nursing faculty will provide workshops to prepare graduates to take the National Counsel Licensure Examination (NCLEX) to obtain their Registered Nurse license to practice upon graduation

These resources are intended to maximize student success and strengthen program retention. Faculty work-shops in Medication Calculation and NCLEX review will be offered. Faculty will conduct simulation sessions in the skills lab utilizing simulation manikins that mimic real-life clinical scenarios in a safe learning environment. The workshops and simulation scenarios are open to students in the program and those on remediation plans to return. The NCLEX review will be provided for all 4th semester graduates.

To maximize remediation for pre-nursing students who are eligible for admission to the program but did not achieve the cut score on the TEAS exam, the program will provide an Assessment/ Remediation Case Manager. The Case Manager provides ongoing assessment and guidance for students who require remediation. The Case Manager analyzes individual test scores and meets with students to prepare an individualized remediation plan to assist students prepare for retesting and entry into the program. Faculty will conduct a remediation work-shop for students who the Case Manager has referred for remediation prior to retesting.

Assessment/Remediation Case Manager and Testing of Essential Academic Skills (TEAS) pre-admission assessment testing functions performed by:

- Kelli Brooks \$3,000

Simulation Specialist scenarios at \$80/hour performed by:

- Jim Robbins \$2,400 (30 hours)

Faculty Workshops at \$75/hour performed by:

- Melodie Cooke \$1,500 (20 hours)
- Kelli Brooks \$1,500 (20 Hours)

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: January 16, 2019

Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean
Health Occupations

Rebecca Orozco
Assistant Director
Nursing Program

SUBJECT:	Consideration of Approval of Stipends for Nursing Faculty Training Mandated by Clinical Sites

ACTION

It is recommended that the Board of Trustees approve payment of stipends for mandated nursing faculty training in the total amount of \$11,425. General funds will be utilized.

FISCAL IMPACT

General funds will be used.

REPORT SUMMARY

Annual training is required for all college nursing instructors who bring clinical nursing groups to PIH Health Hospital - Downey. This training occurs prior to the start of the 2018/19 academic year. In addition to their attendance of four hours, instructors must complete 10 Healthstream modules prior to their day of training.

The following nursing instructors are to receive stipends for PIH Health Hospital - Downey:

Kelli Brooks	\$700
Viola Castro	\$700
Rachel Hively	\$700
Rebecca Orozco	\$700
Jim Robbins	\$700
Lizette Veloz-Rendon	\$700

Annual training is required for all college nursing instructors who bring clinical nursing groups to PIH Health Hospital - Whittier. This training occurs prior to the start of the 2018/19 academic year.

The following nursing instructor is to receive a stipend for PIH Health Hospital - Whittier:

Shawna Smith	\$150

Annual training is required for all college nursing instructors who bring clinical nursing groups to Lakewood Regional Medical Center. This training occurs prior to the start of the 2018/19 academic year.

The following nursing instructors are to receive stipends for Lakewood Regional Medical Center:

Elizabeth Mejia	\$150
Rachel Natividad	\$150

Annual training is required for all college nursing instructors who bring clinical nursing groups to Anaheim Regional Medical Center. This is a 3.5 hours in-service. This training occurs prior to the start of the 2018/19 academic year.

The following nursing instructor is to receive a stipend for Anaheim Regional Medical Center:

Nadine Brown-Farr	\$175

Annual training is required for all college nursing instructors who bring clinical nursing groups to Kaiser Downey Medical Center. All instructors must complete 12 hours of online modules through KP Learn. This training occurs prior to the start of the 2018/19 academic year.

The following nursing instructor to receive stipends for Kaiser Downey Medical Center:

Melody Cochran	\$600
Melodie Cooke	\$600
Orfilda Gemmill	\$600
Keri Gonzalez	\$600
Joni Knapp	\$600
Rebecca Orozco	\$600
Jim Robbins	\$600
Jenese Rubottom	\$600
Lizette Veloz-Rendon	\$600

Annual training is required for all college nursing instructors who bring clinical nursing groups to Rancho Los Amigos National Rehabilitation Center. This training occurs prior to the start of the 2018/19 academic year. In addition to their attendance of four hours, instructors must complete 8 hours of online modules prior to their day of training.

The following nursing instructors are to receive stipends for Rancho Los Amigos National Rehabilitation Center:

Morgan Baldwin	\$600
Melodie Cooke	\$600

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 16P002, Category 03), Anderson Charnesky Structural Steel, Inc., Shade Structures

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of \$4,785 for the Shade Structures project.

FISCAL IMPACT

The deductive amount from Change Order No. 2 will be \$4,785, decreasing the contract amount to \$1,765,940. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On October 19, 2016, the Board awarded a contract to Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Shade Structures project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid six (6) disciplines for various elements of the project work. Category 03 represents the Shade Structure Steel element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 1 is \$4,785. The original contract amount approved by the Board was \$1,808,225. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to a deductive credit that was issued due to Harwood Construction, Inc. replacing two Kalwall panels on behalf of Anderson Charnesky Structural Steel, Inc. at the Northwalk structure due to steel outrigger spacing being out of tolerance. The additive charge for the replacement is reflected in Change Order No. 2 submitted by Harwood Construction, Inc. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
	1	June 6, 2018	(\$37,500)	-2.1%
Pending	2	December 12, 2018	(\$4,785)	-2.3%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 2 to Contract No. 16P002-03 – Anderson Charnesky Structural Steel, Inc.
Change Order No. 1 to Contract No. 16P002-03 – Anderson Charnesky Structural Steel, Inc.
Contract No. 16P002-03 – Anderson Charnesky Structural Steel, Inc.

Project: Cerritos College
Shade Structures

Change Order Number: 02

Contract # 16P002-03

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: July 30, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Northwalk Shade Structure
Description: Credit to offset the cost of (2) additional Kalwall Panels.
Reason: Steel outrigger spacing at (2) locations was out of tolerance requiring (2) Kalwall panels to be replaced. Reference Harwood Construction (BC 06) Change Order #02.
Benefit: Kalwall panels will fit properly within existing steel.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net \$0.00 cost to the District.

Change Amount: \$ (4,785.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (4,785.00)**

TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	1,808,225.00
Net change by previous Change Order	\$	(37,500.00)
Net sum prior to this Change Order	\$	1,770,725.00
Amount of Change Order No. 2	\$	(4,785.00)
New Contract Sum	\$	1,765,940.00
Percentage of Change to Contract		-2.3%

Project: Shade Structures
Contractor: Anderson Charnesky Structural Steel - Contract 16P002-03

Change Order Number: 02
Page 2 of 2

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

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

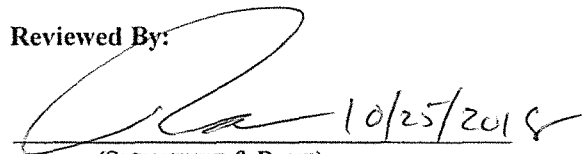
Requested By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

Approved By:

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

Reviewed By:


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

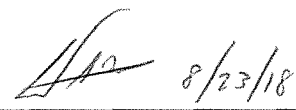
Reviewed By:

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

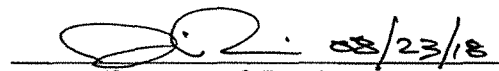
Reviewed By:


(SIGNATURE & DATE) 8/23/18
QDG ARCHITECTURE
GIG PUKPRAYURA
PROJECT ARCHITECT

Reviewed By:


(SIGNATURE & DATE) 8/23/18
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE) 08/23/18
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Shade Structures

Change Order Number: 01

Contract # 16P002-03A

To: Anderson Charnesky Structural Steel
353 Risco Circle
Beaumont, CA 92223
Phone: (951) 769-5700
Fax: (951) 769-5701

Date: April 30, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Northwalk Shade Structure
Description: Credit to offset the cost of intumescent paint repairs made at the Northwalk Shade Structure by Bid Category #04 (Painting) prime contractor.
Reason: While working on punch list items for the project, ACSS damaged the intumescent structure at Northwalk, which required Fix Painting (BC04 – Painting) to complete the repairs. Reference Fix Painting (BC 04) Change Order #01.
Benefit: Northwalk Shade Structure received the proper fire proofing rating.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **\$0.00** cost to the District.

Change Amount: \$ (2,918.00)

Time Extension: 0 Work days

Item 1.02

Building: Aquatics, Alondra, Northwalk, & South Garden Shade Structures
Description: The Prime Contractor's overall Scope of Work was completed and there is a cost credit remaining on their Contract.
Reason: The Prime Contractor completed all required work, and the additive/ deductive modifications to their Contract resulted in a credit.
Benefit: The overall project cost to the District is reduced by issuing this credit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Allowance deduct.

Change Amount: \$ (34,582.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **\$ (37,500.00)**

TOTAL ADDITIONAL WORKING DAYS **Days: 0**

Project: Shade Structures
Contractor: Anderson Charnesky Structural Steel - Contract 16P002-03

Change Order Number: 01
Page 2 of 3

CONTRACT SUMMARY:

Original Contract Amount	\$	1,808,225.00
Net change by previous Change Order		
Net sum prior to this Change Order	\$	1,808,225.00
Amount of Change Order No. 1	\$	(37,500.00)
New Contract Sum	\$	1,770,725.00
Percentage of Change to Contract		-2.1%

Project: Shade Structures
Contractor: Anderson Charnesky Structural Steel - Contract 16P002-03

Change Order Number: 01
Page 3 of 3

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

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

Requested By:

Approved By:


(SIGNATURE & DATE)
ANDERSON CHARNESKY STRUCTURAL STEEL
CRAIG CHARNESKY
353 Risco Circle
Beaumont, CA 92223

 6/14/2018
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

Reviewed By:

 5/4/2018
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

 5-15-18
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

Reviewed By:

 05/01/18
(SIGNATURE & DATE)
QDG ARCHITECTURE
GIG PUKPRAYURA
PROJECT ARCHITECT

 5/1/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

 05/01/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Shade Structures / BID NO.: 16P002

DATE OF CONTRACT: October 24, 2016 /CONTRACT NO.: 16P002-03

BID CATEGORY: 03, Shade Structure Steel

DOLLAR VALUE: \$ 1,808,225.00

LIQUIDATED DAMAGES: \$2,500 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 432 Calendar days

TIME FOR COMPLETION: _____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223

Phone: 951-769-5700

Fax: 951-769-5701

AGREEMENT FORM

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

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

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

PROJECT: **16P002, Shade Structures**
Category 03, Shade Structure Steel

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **FOUR HUNDRED THIRTY-TWO (432) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-51 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

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

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

One Million Eight Hundred Thousand Eight Two Hundred Twenty-Five and 00/100 Dollars

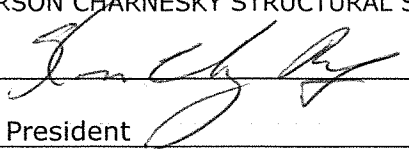
(\$ 1,808,225.00),

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

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

CONTRACTOR

ANDERSON CHARNESKY STRUCTURAL STEEL, INC.

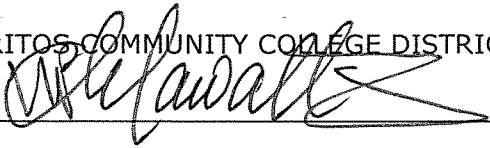
By: 

Title: President

Print Name: Kevin Charnesky

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Acting VP Business Services

Print Name: Noorali Delawalla

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

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 17P003), Pacific Coast Cabling, Inc. dba PCC Network Solutions, Campus Fiber Upgrade

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of \$39,392 for the Campus Fiber Upgrade project.

FISCAL IMPACT

The deductive amount from Change Order No. 1 will be \$39,392, decreasing the contract amount to \$1,059,606.03. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On December 6, 2017, the Board awarded a contract to Pacific Coast Cabling, Inc. dba PCC Network Solutions of Chatsworth, California for the Campus Fiber Upgrade project. The project was bid using a traditional, single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The deductive amount for the attached item in Change Order No. 1 is \$39,392. The original contract amount approved by the Board was \$1,098,998.03. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a credit issued as the contractor has completed their overall scope of work and there is a cost credit remaining. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	December 12, 2018	(\$39,392)	-3.6%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 1 to Contract No. 17P003 – Pacific Coast Cabling, Inc. dba PCC Network Solutions
Contract No. 17P003 – Pacific Coast Cabling, Inc. dba PCC Network Solutions

Project: Cerritos College
Campus Fiber & Copper Upgrade

Change Order Number: 01

Contract # 17P003

To: PCC Network Solutions
20717 Prairie Street
Chatsworth, CA 91311
Phone: 818.407.1911
Fax: 818.407.1913

Date: October 18, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Campus Fiber & Copper Upgrade

Description: The Prime Contractor's overall Scope of Work was completed and there is a cost credit remaining on their Contract.

Reason: The Prime Contractor completed all required work, and the additive/deductive modifications to their Contract resulted in a credit.

Benefit: The overall project cost to the District is reduced by issuing this credit.

Requested by: Owner

CO Type: Deductive Credit

Change Amount:\$ (39,392.00)

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....\$ (39,392.00)

TOTAL ADDITIONAL WORKING DAYS.....Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	1,098,998.03
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	1,098,998.03
Amount of Change Order No. 1	\$	(39,392.00)
New Contract Sum	\$	1,059,606.03
Percentage of Change to Contract		-3.6%

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

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

Requested By:

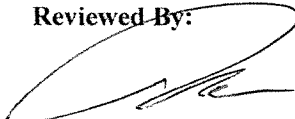
 10-19-18
(SIGNATURE & DATE)

PCC NETWORK SOLUTIONS
RICHARD HARRIS
20717 Prairie Street
Chatsworth, CA 91311

Approved By:

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

Reviewed By:

 10/25/2018
(SIGNATURE & DATE)

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

Reviewed By:

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

Reviewed By:

 _____
(SIGNATURE & DATE)
(ARCHITECT / ENGINEER)
PLAN NET, INC.
BOB OTOUPALIK

Reviewed By:

 10/23/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

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



PROJECT: Campus Fiber Upgrade / BID NO.: 17P003

DATE OF CONTRACT: December 8, 2017 / CONTRACT NO.: 17P003

DOLLAR VALUE: \$1,098,998.03

LIQUIDATED DAMAGES: \$2,500_per day

CONTRACTOR: PCC Network Solutions

TERM: 222 Calendar days

TIME FOR COMPLETION:_____

Pacific Coast Cabling, Inc. dba PCC Network Solutions

Address: 20717 Prairie Street, Chatsworth, CA 91311

Phone: 818-407-1911

Fax: 818-407-1913

AGREEMENT FORM

This Agreement is made and entered into this **8th day of December, 2017**, by and between the **Cerritos Community College District** ("District") and **Pacific Coast Cabling, Inc. dba PCC Network Solutions** ("Contractor") ("Agreement").

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

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

PROJECT: **17P003, Campus Fiber Upgrade**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **TWO HUNDRED TWENTY-TWO (222)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.
7. In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.
- The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
8. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
9. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
10. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-7 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

One Million Ninety-Eight Thousand Nine Hundred Ninety-Eight and 03/100 Dollars

(\$1,098,998.03),

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

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

CONTRACTOR

PACIFIC COAST CABLING, INC.
DBA PCC NETWORK SOLUTIONS

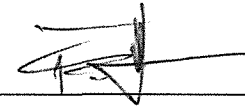
By: 

Title: Principal

Print Name: Richard Harris

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President Business Services

Print Name: Felipe R. Lopez

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

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of October 2018

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of October 2018.

FISCAL IMPACT

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

REPORT SUMMARY

This report of contracts that were processed during the month of October 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

October 2018 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of October 2018**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0106	University of La Verne	Memorandum of Understanding between the University of La Verne and Cerritos College to provide practicum/internship for Counseling.	08/01/18	06/30/20	No Cost	Human Resources
18C0107***						
18C0108	Strata Information Group	Contractor to provide a 2-day, on-site Student consulting engagement focusing on academic affairs, data entry, attendance accounting, and class scheduling protocols in conformance with Education Code provisions and Title 5 regulations.	10/08/18	10/09/18	\$7,000.00	Academic Affairs
18C0109	Tom Moran	Contractor to provide training on teaching English to Deaf and Hard of Hearing students. Training will include the Deaf Culture, American Sign Language as a second language, curricular assessment, teaching methodology, and understanding the role of the interpreter.	10/12/18	10/12/18	\$950.00	Disabled Students Program
18C0110	Matthew Smith	Contractor to provide guest speaker services for the EmpowerMENT event series.	10/16/18	10/16/18	\$600.00	Human Resources
18C0111	Scott Marshall	Contractor to serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	\$300.00	Educational Partnership
18C0112	Cal State Dominguez Hills	District to provide internship opportunities for students enrolled in CSUDH Dept. of Child Development Directed Field Experience Program. A staff member from the Cerritos College Child Development Center will serve as a mentor and assist CSUDH students with accomplishing personal, professional and civic goals.	10/01/18	09/30/23	No Cost	Health Occupations

**Consideration of Approval of New/Amended Contracts
for the Month of October 2018**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0113	Innovative Educators	Contractor to provide secure website hosting and tutorials.	12/16/18	12/15/19	\$19,995.00	Student Success
18C0114	Teresa Estrada	Contractor to provide not-for-credit, fee-based workshops in the area of Personal Growth classes on an as needed basis.	12/15/18	12/14/23	\$1,000.00	Community Education
18C0115	Christine Aldrich	Contractor to provide not-for-credit, fee-based workshops in the area of Personal Growth classes on an as needed basis.	12/15/18	12/14/23	\$1,000.00	Community Education
18C0116**						
18C0117	LeeAnne Krusemark	Contractor to provide not-for-credit, fee-based workshops in the area of Enrichment classes on an as needed basis.	12/15/18	12/14/23	\$1,000.00	Community Education
18C0118*						
18C0119*						
18C0120*						
18C0121	IDS Group	Contractor to provide seismic evaluation for the Health Sciences Building.	11/01/18	06/30/09	\$17,523.00	Facilities
18C0122	Jose Vasquez	Contractor to serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	\$300.00	Educational Partnership
18C0123	Western Medical Rehab dba HealthSouth Tustin Rehab Hospital	Contractor to provide clinical/practicum experiences for students enrolled in the PTA program	11/05/18	11/04/19	No Cost	Health Occupations

Consideration of Approval of New/Amended Contracts for the Month of October 2018

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0124	Sierra Joint Community College District	Contractor to provide College Corps Liaison support for the regional collaborative program. Management staff will participate in planning meetings, support student onboarding and success practices, prepare reports, and coordinate with industry for program success.	09/10/18	06/30/19	Income	Adult Education
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

Consideration of Approval of New/Amended Contracts for the Month of October 2018

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18FC0013	Integrated Interiors, Inc.	Contractor to provide labor and materials for the upgrades of classrooms 34 & 35 at the La Mirada Satellite Campus	10/23/18	10/22/19	\$36,030.00	Facilities
18FC0014	Del Mar Floor Covering	Contractor to provide labor and materials for the demo and installation of carpet tiles for classrooms at the La Mirada Satellite Campus	10/23/18	10/22/19	\$16,399.00	Facilities
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of November 2018

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of November 2018.

FISCAL IMPACT

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

REPORT SUMMARY

This report of contracts that were processed during the month of November 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

November 2018 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of November 2018**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0125**						
18C0126	Omnigo Software, LLC	Contractor to provide Report Exec, a computer based CAD (computer aided dispatch) software, for Campus Police that will allow for faster CLETS reporting and other required government reports.	11/01/18	10/31/19	\$13,172.00	Campus Police
18C0127	County of Riverside, Department of Public Health	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist program	07/01/18	06/30/19	No Cost	Health Occupations
18C0128*						
18C0129*						
18C0130*						
18C0131*						
18C0132	Schaelen Consulting	Contractor to provide Camtasia software training	11/16/18	12/15/18	\$4,000.00	CTE/ Accounting
18C0133	Xquix LLC	Contractor to provide consulting services for goalies	FA2018	SP2019	\$2,800.00	HPEDA
18C0134	General Dynamics	Contractor to provide the District with 1098T reporting services	10/01/18	10/01/19	\$25,000.00	Admissions & Records
18C0135	Renah Wolzinger	Contractor to provide statewide sector analysis of 11 identified sectors for Advanced Transportation and Logistics	01/01/19	06/30/19	\$9,800.00	ATTE
18C0136****						
18C0137**						
18C0138***						

**Consideration of Approval of New/Amended Contracts
for the Month of November 2018**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0139	Kristine Wright	Contractor to serve as a guest speaker and provide a one (1) hour workshop titled "Hip Hop and Gender Norms: Music, Misogyny, and Manhood" for the EmpowerMENT event series.	11/27/18	11/27/18	\$300.00	Human Resources
18C0140	Indigenous Circle of Wellness	Contractor to provide a two hour presentation on "American Indian Culture 101".	11/26/18	11/26/18	\$350.00	Human Resources
18C0141	Bryan Graciliano Llamas	Contractor to serve as a guest speaker for the UndocuAlly High School Educator Training.	11/09/18	11/09/18	\$150.00	Human Resources
18C0142	Francisco Perez	Contractor to serve as a guest speaker for the UndocuAlly High School Educator Training.	11/09/18	11/09/18	\$150.00	Human Resources
18C0143	Jason Ray Busuego	Contractor to serve as a guest speaker for the UndocuAlly High School Educator Training.	11/16/18	11/16/18	\$150.00	Human Resources
18C0144	Stephanie Guerrero	Contractor to serve as a guest speaker for the UndocuAlly High School Educator Training.	11/09/18	11/09/18	\$150.00	Human Resources
18C0145	Melany Aguilar	Contractor to serve as a guest speaker for the UndocuAlly High School Educator Training.	11/16/18	11/16/18	\$150.00	Human Resources
18C0146	Wendy De La Torre	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	\$300.00	Teacher TRAC
18C0147	Brenda Villaverde	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	\$300.00	Teacher TRAC
18C0148	Cerritos College Foundation	Contractor to provide a series of MS-Word Trainings for Staff Development for Cerritos staff.	01/07/18	01/07/18	\$600.00	Human Resources

Consideration of Approval of New/Amended Contracts for the Month of November 2018

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0149	Chabot-Las Positas Community College District	CA Early Childhood Mentor Program - Innovation Grant Funding	07/01/18	06/30/19	Income	Health Occupations/ CDC
18C0150	Chabot-Las Positas Community College District	CA Early Childhood Mentor Program - Supplemental Support Grant Funding	07/01/18	06/30/19	Income	Health Occupations/ CDC
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

Consideration of Approval of New/Amended Contracts for the Month of November 2018

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18FC0015	Enviser	Contractor to retrofit building controls	11/05/18	06/30/19	\$33,898.00	Facilities
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of October 2018

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of October 2018.

FISCAL IMPACT

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

REPORT SUMMARY

This report of purchase orders processed during the month of October 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

October 2018 – Purchase Order Report

Report ID: LAPO009C

District: 64360

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

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 11/03/2018

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
10/01/18	0000069595	C		10/01/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	1,693.70	
				10/01/2018			0000069595			GOLDEN STAR TECHNOLOGY INC.						1,693.70
10/01/18	0000069596	C		10/22/2018	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	54.40	
				10/01/2018			0000069596			AMAZON						54.40
10/01/18	0000069597	A		10/01/2018	OFFICE SOLUTIONS	OFFICE SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	255.64	
				10/01/2018			0000069597			OFFICE SOLUTIONS						255.64
10/01/18	0000069598	C		10/01/2018	XPD INVESTIGATIONS	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	2,004.24	
				10/01/2018			0000069598			XPD INVESTIGATIONS						2,004.24
10/03/18	0000069599	A	1	10/04/2018	TED PELLA INC.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03800	70200	4320	0900000	18-19	751.35	
								01.3	00000.0	03800	70200	6410	0900000	18-19	8,064.68	
								01.3	00000.0	03800	70200	6450	0900000	18-19	7,551.85	
				10/03/2018			0000069599			TED PELLA INC.						16,367.88
10/03/18	0000069600	A		10/03/2018	CROWN PROMOTIONS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	18-19	3,745.63	
				10/03/2018			0000069600			CROWN PROMOTIONS GROUP						3,745.63
10/03/18	0000069601	C		10/03/2018	KWAN, KELLY	SUBSCRIPTIONS	Community Relations	01.0	00000.0	00000	03600	6310	6710000	18-19	99.00	
				10/03/2018			0000069601			KWAN, KELLY						99.00
10/03/18	0000069602	C		10/03/2018	WINNERS, MARGO	SUBSCRIPTIONS	Community Relations	01.0	00000.0	00000	03600	6310	6710000	18-19	99.00	
				10/03/2018			0000069602			WINNERS, MARGO						99.00
10/03/18	0000069603	C		10/03/2018	ABELON, AYAKO	REIMBURSEMENT	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	100.00	

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

* Prior Year Payments

Report ID: LAPO009C

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Board List Purchase Order Report

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/03/2018	0000069603		ABELON, AYAKO							100.00
10/03/18	0000069604	A		10/03/2018	PIVOT INTERIORS, INC	FURNITURE, OFFICE	Interdisciplinary Studies	01.3	00000.0	00000	72003	6450	4900000	18-19	801.54	
						10/03/2018	0000069604		PIVOT INTERIORS, INC							801.54
10/03/18	0000069605	C		10/03/2018	TALON MARKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	5830	6190000	18-19	25.00	
						10/03/2018	0000069605		TALON MARKS							25.00
10/03/18	0000069606	A		10/15/2018	BANK OF AMERICA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	131.45	
						10/03/2018	0000069606		BANK OF AMERICA							131.45
10/03/18	0000069607	C		10/03/2018	RODGER'S CATERING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	18-19	268.71	
						10/03/2018	0000069607		RODGER'S CATERING							268.71
10/03/18	0000069608	A		10/03/2018	SCHOOL DATEBOOKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	4,080.86	
						10/03/2018	0000069608		SCHOOL DATEBOOKS							4,080.86
10/03/18	0000069609	C		10/03/2018	USI EDUCATION AND GOVERMENT SALES	FILM PROCESSING SUPP/EQUIP	iFalcon	01.3	00000.0	03001	73460	4550	6194000	18-19	770.88	
						10/03/2018	0000069609		USI EDUCATION AND GOVERMENT SALES							770.88
10/03/18	0000069610	A		10/03/2018	OFFICE DEPOT/BUSINESS	PAPER PRODUCTS AND PAPERBOARD	iFalcon	01.3	00000.0	03001	73460	4550	6194000	18-19	1,324.84	
						10/03/2018	0000069610		OFFICE DEPOT/BUSINESS SVCS DIV							1,324.84
10/03/18	0000069611	A		10/03/2018	SPINITAR	PAPER PRODUCTS AND PAPERBOARD	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	853.77	
						10/03/2018	0000069611		SPINITAR							853.77
10/03/18	0000069612	C		10/22/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	67.86	

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* Prior Year Payments

Report ID: LAPO009C

District: 64360

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Board List Purchase Order Report

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/03/2018	0000069612	AMAZON								67.86
10/03/18	0000069613	A		10/03/2018	CI SOLUTIONS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	5,285.00	
						10/03/2018	0000069613	CI SOLUTIONS								5,285.00
10/03/18	0000069614	C		10/03/2018	TCB PRINTING	OFFICE SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	43.80	
						10/03/2018	0000069614	TCB PRINTING								43.80
10/03/18	0000069615	A		10/03/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	1,306.66	
						10/03/2018	0000069615	GOLDEN STAR TECHNOLOGY INC.								1,306.66
10/03/18	0000069616	C		10/03/2018	CONSTANT CONTACT	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	3,822.00	
						10/03/2018	0000069616	CONSTANT CONTACT								3,822.00
10/03/18	0000069617	A		10/03/2018	NORM REEVES FORD HYUNDAI	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03500	70200	6450	0900000	18-19	18,264.27	
						10/03/2018	0000069617	NORM REEVES FORD HYUNDAI SUPERSTORE								18,264.27
10/03/18	0000069618	C		10/03/2018	SARS SOFTWARE PRODUCTS, INC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5810	6300000	18-19	4,000.00	
						10/03/2018	0000069618	SARS SOFTWARE PRODUCTS, INC								4,000.00
10/03/18	0000069619	C		10/03/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	02510	3920	0501000	18-19	1,120.00	
						10/03/2018	0000069619	KEENAN & ASSOCIATES								1,120.00
10/03/18	0000069620	A		10/03/2018	TODD PUBLICATIONS	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	135.00	
						10/03/2018	0000069620	TODD PUBLICATIONS								135.00
10/03/18	0000069621	C		10/03/2018	COUNCIL OF CHEIF LIBRARIANS	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	150.00	

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/03/2018	0000069621	COUNCIL OF CHEIF LIBRARIANS								150.00
10/03/18	0000069622	A		10/03/2018	SCHINDLER ELEVATOR	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	3,275.00	
						10/03/2018	0000069622	SCHINDLER ELEVATOR CORPORATION								3,275.00
10/03/18	0000069623	A		10/03/2018	OPTI-FIT FITNESS SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	2,827.90	
						10/03/2018	0000069623	OPTI-FIT FITNESS SOLUTIONS								2,827.90
10/03/18	0000069624	A		10/03/2018	OPTI-FIT FITNESS SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	7,494.10	
						10/03/2018	0000069624	OPTI-FIT FITNESS SOLUTIONS								7,494.10
10/03/18	0000069625	A		10/03/2018	OPTI-FIT FITNESS SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	10,844.25	
						10/03/2018	0000069625	OPTI-FIT FITNESS SOLUTIONS								10,844.25
10/03/18	0000069626	A		10/03/2018	OPTI-FIT FITNESS SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	41,187.70	
						10/03/2018	0000069626	OPTI-FIT FITNESS SOLUTIONS								41,187.70
10/03/18	0000069627	A		10/03/2018	OPTI-FIT FITNESS SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	7,246.72	
						10/03/2018	0000069627	OPTI-FIT FITNESS SOLUTIONS								7,246.72
10/03/18	0000069628	A		10/03/2018	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	328.34	
						10/03/2018	0000069628	HENRY SCHEIN INC								328.34
10/03/18	0000069629	C		10/10/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	116.71	
						10/03/2018	0000069629	OFFICE DEPOT/BUSINESS SVCS DIV								116.71
10/03/18	0000069630	A		10/03/2018	LIBERTY PAPER	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	26,444.25	

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/03/2018	0000069630			LIBERTY PAPER						26,444.25
10/04/18	0000069631	C		10/15/2018	BANK OF AMERICA	ADVERTISING	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	173.04	
						10/04/2018	0000069631			BANK OF AMERICA						173.04
10/05/18	0000069632	C		10/05/2018	CCCCIO	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	475.00	
						10/05/2018	0000069632			CCCCIO						475.00
10/05/18	0000069633	C		10/05/2018	DOWNEY UNIFIED SCHOOL DISTRICT	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	70.00	
						10/05/2018	0000069633			DOWNEY UNIFIED SCHOOL DISTRICT						70.00
10/05/18	0000069634	C		10/05/2018	GRIJALVA, TONI	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	80.00	
						10/05/2018	0000069634			GRIJALVA, TONI						80.00
10/05/18	0000069635	A		10/05/2018	MONET MEDICAL INC.	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70267	4320	6190000	18-19	334.14	
						10/05/2018	0000069635			MONET MEDICAL INC.						334.14
10/05/18	0000069636	A		10/05/2018	SIMULAIDS, INC.	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70267	4320	6190000	18-19	450.55	
								01.3	00000.0	00000	70267	6450	6190000	18-19	1,603.04	
						10/05/2018	0000069636			SIMULAIDS, INC.						2,053.59
10/05/18	0000069637	C		10/05/2018	SMTP	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	5810	6780000	18-19	2,159.46	
						10/05/2018	0000069637			SMTP						2,159.46
10/05/18	0000069638	C		10/05/2018	JOBSPEAKER	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70261	4550	6190000	18-19	1,276.00	
						10/05/2018	0000069638			JOBSPEAKER						1,276.00

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Report ID: LAPO009C

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

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
10/05/18	0000069639	C		10/05/2018	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	112.84	
						10/05/2018	0000069639			CDW-GOVERNMENT INC						112.84
10/05/18	0000069640	C		10/05/2018	NORWALK COMMUNITY	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	20.00	
						10/05/2018	0000069640			NORWALK COMMUNITY COORDINATING COUNCIL						20.00
10/05/18	0000069641	C		10/05/2018	ALL AMERICAN TROPHY	AWARDS/CERTIFICATES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	153.30	
						MISCELLANEOUS		01.3	00000.0	00000	77380	5810	6190000	18-19	21.90	
						10/05/2018	0000069641			ALL AMERICAN TROPHY						175.20
10/09/18	0000069642	C		10/09/2018	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	150.34	
						10/09/2018	0000069642			MCMASTER CARR SUPPLY CO.						150.34
10/09/18	0000069643	A		10/09/2018	SNAP-ON TOOLS INDUSTRIAL	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	4,568.19	
						10/09/2018	0000069643			SNAP-ON TOOLS INDUSTRIAL						4,568.19
10/09/18	0000069644	A		10/09/2018	COSMOPOLITAN	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4200	3057000	18-19	15.00	
						10/09/2018	0000069644			COSMOPOLITAN						15.00
10/09/18	0000069645	C		10/09/2018	HERTZ CAR RENTAL	CONFERENCE AND TRAVEL	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	124.37	
						10/09/2018	0000069645			HERTZ CAR RENTAL						124.37
10/09/18	0000069646	A		10/09/2018	ACTIVE SALES COMPANY, INC.	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	556.80	
						10/09/2018	0000069646			ACTIVE SALES COMPANY, INC.						556.80
10/09/18	0000069647	C		10/09/2018	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	90.00	
						10/09/2018	0000069647			HOGUE, KATHY						90.00

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* Prior Year Payments

Report ID: LAPO009C

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10/09/18	0000069648	C		10/09/2018	NATIONAL ALLIANCE FOR PARTNERSHIPS	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	70200	5310	6190000	18-19	150.00	
				10/09/2018			0000069648				NATIONAL ALLIANCE FOR PARTNERSHIPS					150.00
10/09/18	0000069649	C		10/09/2018	IMPREMEDIA OPERATING	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	72740	5830	6190000	18-19	900.00	
				10/09/2018			0000069649				IMPREMEDIA OPERATING COMPANY, LLC					900.00
10/09/18	0000069650	A		10/09/2018	STAPLES ADVANTAGE	OFFICE SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	156.05	
				10/09/2018			0000069650				STAPLES ADVANTAGE					156.05
10/09/18	0000069651	C		10/09/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	25.13	
				10/09/2018			0000069651				HIROHAMA, STEVEN					25.13
10/09/18	0000069652	C		10/15/2018	BANK OF AMERICA	SOFTWARE	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	240.85	
						MISCELLANEOUS		39.5	00000.0	00000	79800	4550	6950000	18-19	6.52	
				10/09/2018			0000069652				BANK OF AMERICA					247.37
10/09/18	0000069653	A		10/09/2018	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	18-19	244.22	
				10/09/2018			0000069653				DIVERSIFIED BUSINESS SERVICES					244.22
10/09/18	0000069654	A		10/09/2018	CONVERGE ONE, INC.	SOFTWARE	CIS	01.3	00000.0	00000	70266	6450	0700000	18-19	15,651.93	
				10/09/2018			0000069654				CONVERGE ONE, INC.					15,651.93
10/09/18	0000069655	C		10/09/2018	GOLDEN STAR TECHNOLOGY INC.	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	605.54	
				10/09/2018			0000069655				GOLDEN STAR TECHNOLOGY INC.					605.54
10/09/18	0000069656	C		10/22/2018	AMAZON	COMPUTER SUPP/EQUIP	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	160.40	
				10/09/2018			0000069656				AMAZON					160.40

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10/09/18	0000069657	C		10/09/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	179.58	
						10/09/2018	0000069657				GOLDEN STAR TECHNOLOGY INC.					179.58
10/09/18	0000069658	C		10/09/2018	ALL-WAYS STEAM CLEANING	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	1,950.00	
						10/09/2018	0000069658				ALL-WAYS STEAM CLEANING					1,950.00
10/09/18	0000069659	C		10/09/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,467.96	
						10/09/2018	0000069659				US BANK EQUIPMENT FINANCE					8,467.96
10/09/18	0000069660	C		10/15/2018	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	100.00	
						10/09/2018	0000069660				ASSOCIATION OF COMMUNITY & CONTINUING ED					100.00
10/09/18	0000069661	C		10/09/2018	CCC MHWA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	18-19	160.00	
						10/09/2018	0000069661				CCC MHWA					160.00
10/09/18	0000069662	C	1	10/10/2018	HOLIDAY INN SACRAMENTO	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	218.88	
						10/09/2018	0000069662				HOLIDAY INN SACRAMENTO DOWNTOWN A					218.88
10/09/18	0000069663	C		10/09/2018	BAY AREA VIDEO COALITION, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03100	70200	5210	6190000	18-19	375.00	
						10/09/2018	0000069663				BAY AREA VIDEO COALITION, INC.					375.00
10/10/18	0000069664	A		10/11/2018	PERFORMANCE ENVELOPE INC	ENVELOPES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	18-19	2,014.80	
						10/10/2018	0000069664				PERFORMANCE ENVELOPE INC					2,014.80
10/10/18	0000069665	C		10/11/2018	Marco Industries, Inc.	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	6460	6550000	18-19	1,902.67	
						10/10/2018	0000069665				Marco Industries, Inc.					1,902.67

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10/10/18	0000069666	P		10/11/2018	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	306.08	
				10/10/2018			0000069666			BANK OF AMERICA						306.08
10/10/18	0000069667	P		10/11/2018	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	183.91	
				10/10/2018			0000069667			BANK OF AMERICA						183.91
10/10/18	0000069668	P		10/11/2018	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	189.97	
				10/10/2018			0000069668			BANK OF AMERICA						189.97
10/10/18	0000069669	A		10/11/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	18-19	53.30	
				10/10/2018			0000069669			OFFICE DEPOT/BUSINESS SVCS DIV						53.30
10/10/18	0000069670	C		10/11/2018	SAFETY-KLEEN SYSTEMS, INC.	CONTRACTED SERVICES	Hazard Substance	01.0	00000.0	00000	04400	5810	6540000	18-19	2,706.98	
				10/10/2018			0000069670			SAFETY-KLEEN SYSTEMS, INC.						2,706.98
10/10/18	0000069671	C		10/11/2018	MONTEBELLO USD	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	290.70	
				10/10/2018			0000069671			MONTEBELLO USD						290.70
10/10/18	0000069672	C		10/11/2018	LAKELAND FENCE CORP	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	1,740.78	
				10/10/2018			0000069672			LAKELAND FENCE CORP						1,740.78
10/10/18	0000069673	C		10/11/2018	RODGER'S CATERING	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	94.99	
				10/10/2018			0000069673			RODGER'S CATERING						94.99
10/10/18	0000069674	C		10/11/2018	LAKELAND FENCE CORP	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	2,047.09	
				10/10/2018			0000069674			LAKELAND FENCE CORP						2,047.09

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10/10/18	0000069675	C		10/11/2018	SMARDAN SUPPLY COMPANY	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	6460	6510000	18-19	970.13	
				10/10/2018			0000069675									970.13
10/10/18	0000069676	A		10/11/2018	WEST COAST SAND AND GRAVEL	SAND AND GRAVEL	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	825.63	
				10/10/2018			0000069676									825.63
10/10/18	0000069677	C		10/11/2018	HOTSY OF SOUTHERN	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	465.99	
				10/10/2018			0000069677									465.99
10/10/18	0000069678	C		10/11/2018	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	800.00	
				10/10/2018			0000069678									800.00
10/10/18	0000069679	C		10/11/2018	SMARDAN SUPPLY COMPANY	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	1,812.40	
				10/10/2018			0000069679									1,812.40
10/10/18	0000069680	C		10/11/2018	PORTER BOILER SERVICE INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	735.49	
				10/10/2018			0000069680									735.49
10/01/18	0000069681	A		10/10/2018	FLOWER COMPANY, THE	FLORISTS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	180.68	
				10/01/2018			0000069681									180.68
10/10/18	0000069682	C		10/10/2018	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	617.25	
				10/10/2018			0000069682									617.25
10/11/18	0000069683	A		10/12/2018	CCC-MHWA	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	18-19	75.00	
				10/11/2018			0000069683									75.00
10/11/18	0000069684	P		10/24/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	17.98	

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10/11/18	0000069684	P		10/24/2018	AMAZON	REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	18-19	34.95	
				10/11/2018			0000069684	AMAZON								52.93
10/11/18	0000069685	A		10/11/2018	TCB PRINTING	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	18-19	31.76	
				10/11/2018			0000069685	TCB PRINTING								31.76
10/11/18	0000069686	A		10/11/2018	APPLE INC	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	664.81	
				10/11/2018			0000069686	APPLE INC								664.81
10/11/18	0000069687	C		10/12/2018	BURRO CANYON SHOOTING PARK	INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	100.00	
				10/11/2018			0000069687	BURRO CANYON SHOOTING PARK								100.00
10/11/18	0000069688	C		10/12/2018	RAN GRAPHICS	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	97.13	
				10/11/2018			0000069688	RAN GRAPHICS								97.13
10/11/18	0000069689	C		10/12/2018	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	18-19	575.00	
				10/11/2018			0000069689	THEATRE SERVICES, INC.								575.00
10/11/18	0000069690	C		10/11/2018	HYATT REGENCY MONTEREY HOTEL &	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	18-19	619.68	
				10/11/2018			0000069690	HYATT REGENCY MONTEREY HOTEL & SPA								619.68
10/11/18	0000069691	C		10/11/2018	HYATT REGENCY MONTEREY HOTEL &	CONFERENCE AND TRAVEL	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	18-19	619.68	
				10/11/2018			0000069691	HYATT REGENCY MONTEREY HOTEL & SPA								619.68
10/11/18	0000069692	P		10/11/2018	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	472.40	
				10/11/2018			0000069692	BANK OF AMERICA								472.40

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10/11/18	0000069693	C		10/11/2018	HILTON ATLANTA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	730.75	
				10/11/2018			0000069693				HILTON ATLANTA					730.75
10/11/18	0000069694	A		10/11/2018	GLOBAL INDUSTRIAL	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	146.10	
				10/11/2018			0000069694				GLOBAL INDUSTRIAL					146.10
10/11/18	0000069696	A		10/11/2018	I-CAR EDUCATION FOUNDATION	SOFTWARE	Automotive	01.0	00000.0	00000	02600	6310	0960000	18-19	1,100.00	
				10/11/2018			0000069696				I-CAR EDUCATION FOUNDATION					1,100.00
10/11/18	0000069697	C		10/15/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	455.96	
				10/11/2018			0000069697				BANK OF AMERICA					455.96
10/11/18	0000069698	C		10/11/2018	CAPED	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	3,750.00	
				10/11/2018			0000069698				CAPED					3,750.00
10/11/18	0000069699	C		10/11/2018	FUTURE MEDIA CONCEPTS, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03100	70200	5210	6190000	18-19	760.75	
				10/11/2018			0000069699				FUTURE MEDIA CONCEPTS, INC.					760.75
10/12/18	0000069700	C		10/12/2018	SARRIS INTERIORS	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	18-19	591.30	
				10/12/2018			0000069700				SARRIS INTERIORS					591.30
10/12/18	0000069701	A		10/12/2018	BSN SPORTS	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	18-19	6,055.33	
				10/12/2018			0000069701				BSN SPORTS					6,055.33
10/12/18	0000069702	C		10/12/2018	JONES-HORWOOD, KELLEY	REIMBURSEMENT	Community Relations	01.0	00000.0	00000	03600	7610	6710000	18-19	35.00	
				10/12/2018			0000069702				JONES-HORWOOD, KELLEY					35.00
10/12/18	0000069703	A		10/12/2018	KLM BIO SCIENTIFIC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	117.71	

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						10/12/2018	0000069703	KLM BIO SCIENTIFIC								117.71
10/12/18	0000069704	P		10/12/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	6.99	
						10/12/2018	0000069704	AMAZON								6.99
10/12/18	0000069705	A		10/12/2018	B & H PHOTO VIDEO	BATTERIES	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	159.89	
						10/12/2018	0000069705	B & H PHOTO VIDEO								159.89
10/12/18	0000069706	A		10/12/2018	RAN GRAPHICS	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5830	6016000	18-19	250.43	
						10/12/2018	0000069706	RAN GRAPHICS								250.43
10/12/18	0000069707	C		10/12/2018	REYES, JESUS	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	217.11	
						10/12/2018	0000069707	REYES, JESUS								217.11
10/15/18	0000069708	C		10/15/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	677.18	
						10/15/2018	0000069708	BANK OF AMERICA								677.18
10/15/18	0000069709	C		10/15/2018	MILLER, ELIZABETH	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	182.51	
						10/15/2018	0000069709	MILLER, ELIZABETH								182.51
10/15/18	0000069710	A		10/15/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	18-19	1,048.52	
						10/15/2018	0000069710	GOLDEN STAR TECHNOLOGY INC.								1,048.52
10/15/18	0000069711	C		10/15/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	232.45	
						10/15/2018	0000069711	BANK OF AMERICA								232.45
10/15/18	0000069712	A	1	10/23/2018	CM WASH EQUIPMENT	REPAIRS - OTHER	Automotive	01.0	00000.0	00000	02600	5630	0960000	18-19	1,131.93	
						MISCELLANEOUS		01.0	00000.0	00000	02600	5630	0960000	18-19	95.00	

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				10/15/2018			0000069712			CM WASH EQUIPMENT						1,226.93
10/15/18	0000069713	A		10/15/2018	ALLDATA SYSTEM	SUBSCRIPTIONS	Automotive	01.0	00000.0	00000	02600	6310	0960000	18-19	1,006.03	
							District	01.0	00000.0	00000	00000	9330	0000000	18-19	603.62	
				10/15/2018			0000069713			ALLDATA SYSTEM						1,609.65
10/15/18	0000069714	A		10/15/2018	VERO SOFTWARE INC,	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5810	0986000	18-19	1,950.00	
				10/15/2018			0000069714			VERO SOFTWARE INC,						1,950.00
10/15/18	0000069715	A		10/15/2018	DR. HYDRAULICS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	770.52	
				10/15/2018			0000069715			DR. HYDRAULICS, INC.						770.52
10/15/18	0000069716	C		10/15/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70320	5210	6190000	18-19	225.00	
				10/15/2018			0000069716			CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS						225.00
10/16/18	0000069717	A		10/16/2018	APPLE INC	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	872.81	
				10/16/2018			0000069717			APPLE INC						872.81
10/16/18	0000069718	C		10/16/2018	ALL AMERICAN TROPHY	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	28.43	
				10/16/2018			0000069718			ALL AMERICAN TROPHY						28.43
10/16/18	0000069719	A		10/16/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	17,443.28	
				10/16/2018			0000069719			GOLDEN STAR TECHNOLOGY INC.						17,443.28
10/16/18	0000069720	P		10/16/2018	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	50.00	
				10/16/2018			0000069720			BANK OF AMERICA						50.00
10/16/18	0000069721	A		10/16/2018	STAPLES ADVANTAGE	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	306.58	

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						10/16/2018	0000069721	STAPLES ADVANTAGE								306.58
10/16/18	0000069722	A		10/16/2018	TCB PRINTING	PRINTING SERVICES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	18-19	31.76	
						10/16/2018	0000069722	TCB PRINTING								31.76
10/17/18	0000069723	P		10/17/2018	NEED TO ADD VENDOR	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	18-19	46.45	
						10/17/2018	0000069723	NEED TO ADD VENDOR								46.45
10/17/18	0000069724	A		10/17/2018	NATIONAL SIGN	REPAIRS - AV EQUIPMENT	Community Relations	01.0	00000.0	00000	03600	5640	6710000	18-19	1,300.00	
						10/17/2018	0000069724	NATIONAL SIGN								1,300.00
10/17/18	0000069725	C		10/18/2018	DEPOSITPHOTOS, INC.	LICENSE/FEES	Community Relations	01.0	00000.0	00000	03600	6310	6710000	18-19	899.00	
						10/17/2018	0000069725	DEPOSITPHOTOS, INC.								899.00
10/17/18	0000069726	P		10/22/2018	AMAZON	PRINTING SUPP/EQUIP	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	259.99	
						10/17/2018	0000069726	AMAZON								259.99
10/17/18	0000069727	A		10/17/2018	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	393.15	
								01.0	00000.0	00000	02550	4320	1551000	18-19	16.92	
						10/17/2018	0000069727	OFFICE DEPOT/BUSINESS SVCS DIV								410.07
10/17/18	0000069728	P		10/22/2018	BANK OF AMERICA	MEDIA EQUIPMENT	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	40.49	
						10/17/2018	0000069728	BANK OF AMERICA								40.49
10/17/18	0000069729	A		10/17/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	1,384.85	
						10/17/2018	0000069729	GOLDEN STAR TECHNOLOGY INC.								1,384.85
10/17/18	0000069730	A		10/17/2018	LACMTA/METRO MAIL	TRANSPORTATION SUPP/EQUIP/SERV	Trnsfers & Pymnts to/for	01.3	00000.0	03000	71200	7610	7300000	18-19	3,520.00	

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						10/17/2018	0000069730	LACMTA/METRO MAIL								3,520.00
10/17/18	0000069731	P		10/22/2018	AMAZON	COMPUTER SUPP/EQUIP	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	18.99	
						10/17/2018	0000069731	AMAZON								18.99
10/18/18	0000069732	A		10/18/2018	BANK OF AMERICA	MISCELLANEOUS	Switchboard & Mailroom	01.0	00000.0	00000	04300	4550	6724000	18-19	299.98	
						10/18/2018	0000069732	BANK OF AMERICA								299.98
10/18/18	0000069733	C		10/19/2018	SCHOLASTIC INC.	MAGAZINES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	540.00	
						10/18/2018	0000069733	SCHOLASTIC INC.								540.00
10/18/18	0000069734	A		10/18/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	633.90	
						10/18/2018	0000069734	CONCORDANCE HEALTHCARE SOLUTIONS								633.90
10/18/18	0000069735	C		10/19/2018	DEPARTMENT OF TOXIC SUBSTANCE	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	392.50	
						10/18/2018	0000069735	DEPARTMENT OF TOXIC SUBSTANCE CONTROL								392.50
10/18/18	0000069736	C		10/19/2018	SAFETY-KLEEN SYSTEMS, INC.	CONTRACTED SERVICES	Hazard Substance	01.0	00000.0	00000	04400	5810	6540000	18-19	125.00	
						10/18/2018	0000069736	SAFETY-KLEEN SYSTEMS, INC.								125.00
10/18/18	0000069737	C		10/19/2018	MEDICAL WASTE MANAGEMENT	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	25.00	
						10/18/2018	0000069737	MEDICAL WASTE MANAGEMENT PROGRAM								25.00
10/18/18	0000069738	A		10/18/2018	CASTER TECHNOLOGIES	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	2,977.99	
						10/18/2018	0000069738	CASTER TECHNOLOGIES								2,977.99
10/18/18	0000069739	C		10/19/2018	SCHINDLER ELEVATOR	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	838.36	

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						10/18/2018	0000069739	SCHINDLER ELEVATOR CORPORATION								838.36
10/18/18	0000069740	C		10/19/2018	WEST COAST FIRE PROTECTION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	995.00	
						10/18/2018	0000069740	WEST COAST FIRE PROTECTION								995.00
10/18/18	0000069741	A		10/18/2018	JOHNSON CONTROLS FIRE	ELECTRONIC SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	438.00	
						10/18/2018	0000069741	JOHNSON CONTROLS FIRE PROTECTION LP								438.00
10/18/18	0000069742	A		10/18/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	4,500.63	
						10/18/2018	0000069742	GOLDEN STAR TECHNOLOGY INC.								4,500.63
10/18/18	0000069743	A		10/18/2018	SHERMAN OAKS MEDICAL SUPPLIES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	7,561.97	
						10/18/2018	0000069743	SHERMAN OAKS MEDICAL SUPPLIES INC.								7,561.97
10/18/18	0000069744	A		10/18/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	6,055.07	
						10/18/2018	0000069744	GOLDEN STAR TECHNOLOGY INC.								6,055.07
10/18/18	0000069745	A		10/18/2018	ADVANCED EXERCISE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	29,838.55	
						10/18/2018	0000069745	ADVANCED EXERCISE EQUIPMENT								29,838.55
10/18/18	0000069746	A		10/18/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	14,258.17	
						10/18/2018	0000069746	GOLDEN STAR TECHNOLOGY INC.								14,258.17
10/18/18	0000069747	C		10/19/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	499.10	
						10/18/2018	0000069747	PUBLIC AGENCY LAW GROUP								499.10
10/18/18	0000069748	A		10/18/2018	POST UP STAND	SIGNS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	569.00	

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						10/18/2018	0000069748			POST UP STAND						569.00
10/18/18	0000069749	C		10/18/2018	ACCCA/ACBO	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	18-19	175.00	
						10/18/2018	0000069749			ACCCA/ACBO						175.00
10/18/18	0000069750	A	1	10/18/2018	STACKED RESTURANTS	CATERING SERVICES	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	536.55	
						10/18/2018	0000069750			STACKED RESTURANTS						536.55
10/18/18	0000069751	A		10/18/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	909.41	
						10/18/2018	0000069751			GOLDEN STAR TECHNOLOGY INC.						909.41
10/18/18	0000069752	C		10/18/2018	PARAMOUNT CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	163.00	
						10/18/2018	0000069752			PARAMOUNT CHAMBER OF COMMERCE, INC						163.00
10/18/18	0000069753	A		10/18/2018	PRAXAIR DISTRIBUTION INC.	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	428.67	
						10/18/2018	0000069753			PRAXAIR DISTRIBUTION INC.						428.67
10/18/18	0000069754	C		10/18/2018	CSTA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5210	6190000	18-19	190.00	
						10/18/2018	0000069754			CSTA						190.00
10/19/18	0000069755	C		10/19/2018	AMERICAN LIBRARY ASSOCIATION	CONFERENCE AND TRAVEL	Library	01.0	00000.0	00000	02220	5210	6120000	18-19	195.00	
						10/19/2018	0000069755			AMERICAN LIBRARY ASSOCIATION						195.00
10/19/18	0000069756	P		10/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	18-19	1,643.60	
						10/19/2018	0000069756			BANK OF AMERICA						1,643.60
10/19/18	0000069757	P		10/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	1,232.69	

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						10/19/2018	0000069757	BANK OF AMERICA								1,232.69
10/19/18	0000069758	P		10/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	18-19	1,853.66	
						10/19/2018	0000069758	BANK OF AMERICA								1,853.66
10/19/18	0000069759	P		10/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	18-19	259.92	
						10/19/2018	0000069759	BANK OF AMERICA								259.92
10/19/18	0000069760	A		10/22/2018	SCM GROUP USA INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	18-19	1,294.21	
								01.0	00000.0	00000	02600	6450	0986000	18-19	1,272.39	
						10/19/2018	0000069760	SCM GROUP USA INC								2,566.60
10/22/18	0000069761	P		10/22/2018	BANK OF AMERICA	FOOD SERVICES SUPP/EQUIP	Child Development	01.3	00000.0	00000	70790	4320	6920000	18-19	220.01	
						10/22/2018	0000069761	BANK OF AMERICA								220.01
10/22/18	0000069762	P		10/22/2018	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	31.96	
						10/22/2018	0000069762	BANK OF AMERICA								31.96
10/22/18	0000069763	A		10/22/2018	JOHNSON CONTROLS FIRE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	2,749.00	
						10/22/2018	0000069763	JOHNSON CONTROLS FIRE PROTECTION LP								2,749.00
10/22/18	0000069764	A		10/22/2018	SCHOOL OUTFITTERS	FURNITURE, SCHOOL	Adult Education	41.0	00000.0	00000	73860	5810	6980000	18-19	13,050.10	
						10/22/2018	0000069764	SCHOOL OUTFITTERS								13,050.10
10/22/18	0000069765	P		10/22/2018	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	74.90	
						10/22/2018	0000069765	AMAZON								74.90

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10/22/18	0000069766	A	1	10/25/2018	FREESTYLE PHOTOGRAPHIC	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	280.34	
						10/22/2018	0000069766									280.34
10/22/18	0000069767	C		10/22/2018	CALIFORNIA NEW CAR DEALERS	MISCELLANEOUS	District	71.1	00000.0	03038	02800	7610	0000000	18-19	500.00	
						10/22/2018	0000069767									500.00
10/22/18	0000069768	C		10/22/2018	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	District	71.1	00000.0	01032	02800	7610	0000000	18-19	800.00	
						10/22/2018	0000069768									800.00
10/22/18	0000069769	C		10/22/2018	PVH CORP	MISCELLANEOUS	District	71.1	00000.0	03008	02800	7610	0000000	18-19	1,500.00	
						10/22/2018	0000069769									1,500.00
10/22/18	0000069770	P		10/22/2018	AMAZON	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	18-19	149.97	
						10/22/2018	0000069770									149.97
10/22/18	0000069771	C		10/22/2018	NORWALK COMMUNITY	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	100.00	
						10/22/2018	0000069771									100.00
10/23/18	0000069772	P		10/23/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70320	5210	6190000	18-19	215.44	
						10/23/2018	0000069772									215.44
10/23/18	0000069773	A	1	10/24/2018	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	2,336.01	
						10/23/2018	0000069773									2,336.01
10/23/18	0000069774	C		10/24/2018	TURF STAR INCORPORATED	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5640	6550000	18-19	2,195.41	
						10/23/2018	0000069774									2,195.41
10/23/18	0000069775	A		10/24/2018	KI	FURNITURE, SCHOOL	Adult Education	41.0	00000.0	00000	73860	6450	6980000	18-19	1,442.38	

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						10/23/2018	0000069775	KI								1,442.38
10/24/18	0000069776	A		10/24/2018	KI	FURNITURE, SCHOOL	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	300,595.60	
						10/24/2018	0000069776	KI								300,595.60
10/24/18	0000069777	A		10/24/2018	HAWORTH, INC.	FURNITURE, SCHOOL	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	171,100.60	
						10/24/2018	0000069777	HAWORTH, INC.								171,100.60
10/24/18	0000069778	A		10/24/2018	CASBO	CONFERENCE AND TRAVEL	Fiscal Operations	01.0	00000.0	00000	04200	5210	6721000	18-19	330.00	
						10/24/2018	0000069778	CASBO								330.00
10/24/18	0000069779	A		10/24/2018	COMMUNITY COLLEGE LEAGUE of	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	18-19	150.00	
						10/24/2018	0000069779	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								150.00
10/24/18	0000069780	C		10/25/2018	ARCHIVE POWER SYSTEMS	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	1,350.00	
						10/24/2018	0000069780	ARCHIVE POWER SYSTEMS								1,350.00
10/24/18	0000069781	C		10/25/2018	CARRAMINANA, RODRIGO	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	
						10/24/2018	0000069781	CARRAMINANA, RODRIGO								400.00
10/24/18	0000069782	C		10/25/2018	GOYAL, ARUN	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	
						10/24/2018	0000069782	GOYAL, ARUN								400.00
10/24/18	0000069783	C		10/25/2018	SEN, SUDIP	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	
						10/24/2018	0000069783	SEN, SUDIP								400.00
10/24/18	0000069784	C		10/25/2018	VINES, ANDREW	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	

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						10/24/2018	0000069784		VINES, ANDREW							400.00
10/24/18	0000069785	A		10/24/2018	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	278.80	
						10/24/2018	0000069785		RAN GRAPHICS							278.80
10/24/18	0000069786	A		10/24/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.0	00000.0	76600	02570	4550	6190000	18-19	763.74	
						10/24/2018	0000069786		OFFICE DEPOT/BUSINESS SVCS DIV							763.74
10/24/18	0000069787	A		10/24/2018	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	1,301.05	
						10/24/2018	0000069787		FLINN SCIENTIFIC INC							1,301.05
10/24/18	0000069788	A		10/24/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00006	73840	6450	7100000	18-19	217.11	
						10/24/2018	0000069788		GOLDEN STAR TECHNOLOGY INC.							217.11
10/24/18	0000069789	A		10/25/2018	PROFITNESS REPAIR	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	15,330.00	
						10/24/2018	0000069789		PROFITNESS REPAIR							15,330.00
10/24/18	0000069790	A		10/25/2018	VITA VIBE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	4,086.50	
						10/24/2018	0000069790		VITA VIBE							4,086.50
10/24/18	0000069791	A		10/25/2018	THE WRIGHT STUFF, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,945.36	
						10/24/2018	0000069791		THE WRIGHT STUFF, INC.							1,945.36
10/24/18	0000069792	A		10/25/2018	TITLE BOXING	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	52.29	
						10/24/2018	0000069792		TITLE BOXING							52.29
10/24/18	0000069793	A		10/25/2018	ROGERS ATHLETIC COMPANY	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	5,413.00	

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						10/24/2018	0000069793	ROGERS ATHLETIC COMPANY								5,413.00
10/24/18	0000069794	A		10/25/2018	WENGER CORPORATION	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	4,264.68	
						10/24/2018	0000069794	WENGER CORPORATION								4,264.68
10/24/18	0000069795	A		10/25/2018	PERFORM BETTER	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	9,186.98	
						10/24/2018	0000069795	PERFORM BETTER								9,186.98
10/24/18	0000069796	A		10/26/2018	IRON GRIP BARBELL COMPANY, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	40,798.64	
						10/24/2018	0000069796	IRON GRIP BARBELL COMPANY, INC.								40,798.64
10/24/18	0000069797	A		10/25/2018	GOPHER	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	13,671.27	
						10/24/2018	0000069797	GOPHER								13,671.27
10/24/18	0000069798	A		10/25/2018	GENERAL LEATHERCRAFT	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	989.69	
						10/24/2018	0000069798	GENERAL LEATHERCRAFT MFG., INC.								989.69
10/24/18	0000069799	A		10/25/2018	FISHER SCIENTIFIC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	4,012.93	
						10/24/2018	0000069799	FISHER SCIENTIFIC								4,012.93
10/24/18	0000069800	A	1	10/31/2018	ENABLE ME LLC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	12,129.48	
						10/24/2018	0000069800	ENABLE ME LLC								12,129.48
10/24/18	0000069801	A		10/26/2018	COOLSYSTEMS, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	16,351.28	
						10/24/2018	0000069801	COOLSYSTEMS, INC.								16,351.28
10/24/18	0000069802	A		10/26/2018	RINGSIDE-CSI-FITNESS 1ST	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,283.60	

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						10/24/2018	0000069802	RINGSIDE-CSI-FITNESS 1ST								1,283.60
10/24/18	0000069803	A		10/26/2018	ALVAS LLC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	3,241.08	
						10/24/2018	0000069803	ALVAS LLC								3,241.08
10/24/18	0000069804	A		10/31/2018	ACCESS TO RECREATION, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	20,317.24	
						10/24/2018	0000069804	ACCESS TO RECREATION, INC.								20,317.24
10/24/18	0000069805	A		10/26/2018	PERFORMANCE HEALTH SUPPLY,	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	135.86	
						10/24/2018	0000069805	PERFORMANCE HEALTH SUPPLY, INC.								135.86
10/24/18	0000069806	A		10/26/2018	PIVOT INTERIORS, INC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	24,686.91	
						10/24/2018	0000069806	PIVOT INTERIORS, INC								24,686.91
10/24/18	0000069807	A		10/26/2018	KI	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	31,878.97	
						10/24/2018	0000069807	KI								31,878.97
10/24/18	0000069808	A		10/26/2018	INTERIOR OFFICE SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,029.32	
						10/24/2018	0000069808	INTERIOR OFFICE SOLUTIONS								1,029.32
10/24/18	0000069809	A		10/26/2018	POWER SYSTEMS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	6,440.67	
						10/24/2018	0000069809	POWER SYSTEMS								6,440.67
10/24/18	0000069810	A		10/26/2018	MEDCO SPORTS MEDICINE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	84,208.90	
						10/24/2018	0000069810	MEDCO SPORTS MEDICINE								84,208.90
10/24/18	0000069811	A		10/29/2018	KLINGSPOR ABRASIVES INC.	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	1,080.70	

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						10/24/2018	0000069811	KLINGSPOR ABRASIVES INC.								1,080.70
10/24/18	0000069812	C		10/24/2018	AAFPE HEADQUARTERS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	450.00	
						10/24/2018	0000069812	AAFPE HEADQUARTERS								450.00
10/24/18	0000069813	C		10/24/2018	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Community Service Classes	39.2	00000.0	00000	02310	5210	6820000	18-19	300.00	
						10/24/2018	0000069813	ASSOCIATION OF COMMUNITY & CONTINUING ED								300.00
10/24/18	0000069814	C		10/24/2018	ACCCA/ACBO	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	18-19	445.00	
						10/24/2018	0000069814	ACCCA/ACBO								445.00
10/24/18	0000069815	A		10/24/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	128.12	
						10/24/2018	0000069815	GOLDEN STAR TECHNOLOGY INC.								128.12
10/24/18	0000069816	A		10/27/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	18-19	13,427.40	
						10/24/2018	0000069816	GOLDEN STAR TECHNOLOGY INC.								13,427.40
10/25/18	0000069817	C		10/25/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	4,583.57	
						10/25/2018	0000069817	ATKINSON, ANDELSON, LOYA, RUUD								4,583.57
10/25/18	0000069818	C		10/25/2018	AMERICAN COLLEGE HEALTH	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	1,501.73	
						10/25/2018	0000069818	AMERICAN COLLEGE HEALTH ASSOCIATION								1,501.73
10/25/18	0000069819	A		10/25/2018	CONSTANT CONTACT	MEMBERSHIPS	Community Service Classes	39.2	00000.0	00000	02310	5310	6820000	18-19	378.00	
						10/25/2018	0000069819	CONSTANT CONTACT								378.00
10/25/18	0000069820	C		10/25/2018	CSTA	MISCELLANEOUS	Oth Instr Sup Services	39.0	00000.0	00000	77400	7610	6190000	18-19	50.00	

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						10/25/2018	0000069820	CSTA								50.00
10/25/18	0000069821	C		10/25/2018	DEPARTMENT OF MOTOR VEHICLES	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	22.00	
						10/25/2018	0000069821	DEPARTMENT OF MOTOR VEHICLES								22.00
10/26/18	0000069822	C		10/26/2018	ACADEMIC SENATE FOR CA COMM	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	18-19	1,740.00	
						10/26/2018	0000069822	ACADEMIC SENATE FOR CA COMM COLLEGES								1,740.00
10/26/18	0000069823	P		10/30/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	18-19	338.80	
						10/26/2018	0000069823	BANK OF AMERICA								338.80
10/26/18	0000069824	C		10/26/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70320	5210	6190000	18-19	525.00	
						10/26/2018	0000069824	CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS								525.00
10/26/18	0000069825	A		10/26/2018	LOS ALAMITOS AUTO PARTS, INC.	AUTOMOTIVE SUPP/EQUIP	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	247.24	
								01.0	00000.0	00000	02600	4320	0960000	18-19	2.20	
						10/26/2018	0000069825	LOS ALAMITOS AUTO PARTS, INC.								249.44
10/26/18	0000069826	A		10/26/2018	GRIZZLY INDUSTRIAL, INC	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	6450	0964000	18-19	2,483.51	
						10/26/2018	0000069826	GRIZZLY INDUSTRIAL, INC								2,483.51
10/26/18	0000069827	A		10/29/2018	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	1,144.87	
						10/26/2018	0000069827	WOODCRAFT #553								1,144.87
10/26/18	0000069828	C		10/26/2018	NATIONAL ASSOCIATION OF	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	115.00	
						10/26/2018	0000069828	NATIONAL ASSOCIATION OF LEGAL								115.00

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10/27/18	0000069829	C		10/27/2018	RODGER'S CATERING	OPEN1	Institutional Effectiveness	01.3	00000.0	03007	73460	4550	6712000	18-19	208.07	
				10/27/2018			0000069829			RODGER'S CATERING						208.07
10/27/18	0000069830	C		10/27/2018	RODRIGUEZ, NORMA	OPEN1	Institutional Effectiveness	01.3	00000.0	03007	73460	4550	6712000	18-19	56.32	
				10/27/2018			0000069830			RODRIGUEZ, NORMA						56.32
10/27/18	0000069831	A		10/27/2018	MATTHEWS, NICHOLAS	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07005	73460	4550	6730000	18-19	905.96	
						CONTRACTED SERVICES		01.3	00000.0	07005	73460	5810	6730000	18-19	3,500.00	
				10/27/2018			0000069831			MATTHEWS, NICHOLAS						4,405.96
10/27/18	0000069832	A		10/27/2018	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	18-19	59.95	
				10/27/2018			0000069832			RODGER'S CATERING						59.95
10/27/18	0000069833	A		10/27/2018	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	18-19	164.92	
				10/27/2018			0000069833			RAN GRAPHICS						164.92
10/27/18	0000069834	A	1	11/01/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	1,511.10	
				10/27/2018			0000069834			GOLDEN STAR TECHNOLOGY INC.						1,511.10
10/27/18	0000069835	A		10/27/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	18-19	1,327.14	
				10/27/2018			0000069835			GOLDEN STAR TECHNOLOGY INC.						1,327.14
10/27/18	0000069836	A		10/27/2018	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	199.44	
				10/27/2018			0000069836			OFFICE DEPOT/BUSINESS SVCS DIV						199.44
10/27/18	0000069837	A		10/27/2018	RAN GRAPHICS	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	5830	6300000	18-19	178.06	
				10/27/2018			0000069837			RAN GRAPHICS						178.06

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10/27/18	0000069838	A		10/27/2018	BIODEX MEDICAL SYSTEMS, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	41,238.30	
				10/27/2018			0000069838				BIODEX MEDICAL SYSTEMS, INC.					41,238.30
10/27/18	0000069839	A		10/27/2018	INTERIOR OFFICE SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	15,469.27	
				10/27/2018			0000069839				INTERIOR OFFICE SOLUTIONS					15,469.27
10/27/18	0000069840	A		10/27/2018	YAMADA ENTERPRISES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	7,040.55	
				10/27/2018			0000069840				YAMADA ENTERPRISES					7,040.55
10/27/18	0000069841	A		10/27/2018	SCHOOL'S IN, LLC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	396.36	
				10/27/2018			0000069841				SCHOOL'S IN, LLC					396.36
10/27/18	0000069842	A		10/27/2018	BURGESS MOVING & STORAGE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	18,571.28	
				10/27/2018			0000069842				BURGESS MOVING & STORAGE					18,571.28
10/30/18	0000069843	A		10/30/2018	GRAINGER	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	1,710.49	
				10/30/2018			0000069843				GRAINGER					1,710.49
10/30/18	0000069844	A		10/30/2018	GRAINGER	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	39.26	
				10/30/2018			0000069844				GRAINGER					39.26
10/30/18	0000069845	A		10/30/2018	HASCO	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	146.54	
				10/30/2018			0000069845				HASCO					146.54
10/30/18	0000069846	A		10/30/2018	ON FOOT ENTERPRISES INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	18-19	230.00	
				10/30/2018			0000069846				ON FOOT ENTERPRISES INC					230.00

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
10/31/18	0000069847	A		11/01/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.1	00000.0	00100	02530	4325	1208000	18-19	2,603.88	
				10/31/2018			0000069847				CONCORDANCE HEALTHCARE SOLUTIONS					2,603.88
10/31/18	0000069848	A		11/01/2018	U S AIR CONDITIONING	HEATING SUPP/EQUIP/SYSTEM	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	635.00	
				10/31/2018			0000069848				U S AIR CONDITIONING DISTRIBUTORS					635.00
10/31/18	0000069849	A		11/01/2018	EWING IRRIGATION PRODUCTS &	LANDSCAPE/GARDENI NG SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	3,328.91	
				10/31/2018			0000069849				EWING IRRIGATION PRODUCTS & INDUSTRIAL P					3,328.91
10/31/18	0000069850	A		11/01/2018	COSUGI	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	100.00	
				10/31/2018			0000069850				COSUGI					100.00
10/31/18	0000069851	A		10/31/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	448.13	
				10/31/2018			0000069851				OFFICE DEPOT/BUSINESS SVCS DIV					448.13
10/31/18	0000069852	A		11/01/2018	RAN GRAPHICS	ADVERTISING	Health Professions	01.0	00000.0	00000	02530	5830	1201000	18-19	171.49	
				10/31/2018			0000069852				RAN GRAPHICS					171.49
10/31/18	0000069853	A		10/31/2018	MEDCO SPORTS MEDICINE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	10,549.53	
				10/31/2018			0000069853				MEDCO SPORTS MEDICINE					10,549.53
10/31/18	0000069854	A		10/31/2018	KLEIN EDUCATIONAL SYSTEMS, INC	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	18-19	20,975.96	
				10/31/2018			0000069854				KLEIN EDUCATIONAL SYSTEMS, INC					20,975.96
10/31/18	0000069855	A		10/31/2018	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	18-19	31,008.75	
				10/31/2018			0000069855				PRAXAIR DISTRIBUTION INC.					31,008.75

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

* Prior Year Payments

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
10/31/18	0000069856	A		10/31/2018	EAGLE TOOLS	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	1,791.41	
				10/31/2018			0000069856			EAGLE TOOLS						1,791.41
10/31/18	0000069857	A		10/31/2018	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	31.76	
				10/31/2018			0000069857			TCB PRINTING						31.76
10/31/18	0000069858	A		10/31/2018	VARELA, SILVIA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	40.00	
				10/31/2018			0000069858			VARELA, SILVIA						40.00
10/31/18	0000069859	A		10/31/2018	CHARGETECH ENTERPRISES LLC	NON-INSTRUCTIONAL SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	18-19	270.48	
				10/31/2018			0000069859			CHARGETECH ENTERPRISES LLC						270.48
10/31/18	0000069860	A		10/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	1,047.95	
				10/31/2018			0000069860			GOLDEN STAR TECHNOLOGY INC.						1,047.95
10/31/18	0000069861	A		10/31/2018	FRENCH PRESS CUSTOM LLC	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	4550	6480000	18-19	14,166.05	
				10/31/2018			0000069861			FRENCH PRESS CUSTOM LLC						14,166.05
10/31/18	0000069862	A		10/31/2018	BALLOON WONDERLAND	MISCELLANEOUS	Counseling-Guid ance	01.0	00000.0	00000	03400	4550	6310000	18-19	1,000.00	
				10/31/2018			0000069862			BALLOON WONDERLAND						1,000.00
10/31/18	0000069863	A		10/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	1,011.78	
				10/31/2018			0000069863			GOLDEN STAR TECHNOLOGY INC.						1,011.78
10/31/18	0000069864	P		10/31/2018	AMAZON	BOOKS	Oth Instr Sup Services	01.3	00000.0	02321	72000	4100	6190000	18-19	453.00	
				10/31/2018			0000069864			AMAZON						453.00
10/31/18	0000069865	A		10/31/2018	PROVANTAGE LLC	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	18-19	1,515.82	

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/31/2018	0000069865	PROVANTAGE LLC								1,515.82
10/31/18	0000069866	A		10/31/2018	LOS ANGELES BUSINESS JOURNAL	SUBSCRIPTIONS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	129.95	
						10/31/2018	0000069866	LOS ANGELES BUSINESS JOURNAL								129.95
10/31/18	0000069867	A		10/31/2018	ORANGE COUNTY BUSINESS JOURNAL	SUBSCRIPTIONS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	79.00	
						10/31/2018	0000069867	ORANGE COUNTY BUSINESS JOURNAL								79.00
10/31/18	0000069868	P		10/31/2018	AMAZON	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	2,099.54	
						10/31/2018	0000069868	AMAZON								2,099.54
10/31/18	0000069869	A		10/31/2018	PEARSON ED	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4320	6190000	18-19	22,110.00	
						10/31/2018	0000069869	PEARSON ED								22,110.00
10/31/18	0000069870	A		10/31/2018	LOGMEIN USA, INC.	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	840.00	
						10/31/2018	0000069870	LOGMEIN USA, INC.								840.00
10/31/18	0000069871	P		10/31/2018	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	26.37	
						10/31/2018	0000069871	AMAZON								26.37
10/31/18	0000069872	A		10/31/2018	HOME DEPOT #0608	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	998.62	
						10/31/2018	0000069872	HOME DEPOT #0608								998.62
10/31/18	0000069873	A		10/31/2018	CODE 4 SILKSCREEN	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	3,120.75	
						10/31/2018	0000069873	CODE 4 SILKSCREEN								3,120.75
10/09/18	15C0046C	A		10/09/2018	EDUCATIONAL CREDIT	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5810	6460000	18-19	5,000.00	

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/09/2018	15C0046C	EDUCATIONAL CREDIT MANAGEMENT CORP							5,000.00	
10/02/18	16C0145A	A		10/02/2018	FAST DEER BUS CHARTER, INC.	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	04400	5810	0501000	18-19	750.00	
							Education, General	01.0	00000.0	00000	04400	5810	0801000	18-19	120,000.00	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	18-19	15,000.00	
							Letters	01.0	00000.0	00000	04400	5810	1551000	18-19	3,750.00	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	18-19	15,750.00	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	18-19	10,500.00	
						10/02/2018	16C0145A	FAST DEER BUS CHARTER, INC.							165,750.00	
10/02/18	16C0146A	A		10/02/2018	TRANSPORTION CHARTER SERVICES	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	04400	5810	0501000	18-19	250.00	
							Education, General	01.0	00000.0	00000	04400	5810	0801000	18-19	40,000.00	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	18-19	5,000.00	
							Letters	01.0	00000.0	00000	04400	5810	1551000	18-19	1,250.00	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	18-19	5,250.00	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	18-19	3,500.00	
						10/02/2018	16C0146A	TRANSPORTION CHARTER SERVICES INC.							55,250.00	
10/31/18	16C0172A	A		10/31/2018	AFFORDABLE HOME SERVICES, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	797.00	
						10/31/2018	16C0172A	AFFORDABLE HOME SERVICES, INC.							797.00	
10/16/18	17C0046A	A		10/16/2018	WOLTERS KLUWER	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	5,729.00	
						10/16/2018	17C0046A	WOLTERS KLUWER							5,729.00	
10/25/18	17C0190	C		10/25/2018	SMITH, MATTHEW	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	18-19	600.00	

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/25/2018	17C0190		SMITH, MATTHEW							600.00
10/03/18	18C0031	A		10/10/2018	VICTOR VALLEY UNION HIGH	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	55,000.00	
				10/03/2018			18C0031		VICTOR VALLEY UNION HIGH SCHOOL DISTRICT							55,000.00
10/09/18	18C0065	A		10/09/2018	STAHL-STEINKAMP, CHRISTINE	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	7,500.00	
				10/09/2018			18C0065		STAHL-STEINKAMP, CHRISTINE							7,500.00
10/02/18	18C0072	A		10/02/2018	MODERNTHINK LLC	MISCELLANEOUS	Fiscal Operations	01.3	00000.0	00000	74500	5810	6720000	18-19	13,971.00	
				10/02/2018			18C0072		MODERNTHINK LLC							13,971.00
10/18/18	18C0083	A		10/18/2018	AVILA, CHRISTINA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
				10/18/2018			18C0083		AVILA, CHRISTINA							300.00
10/04/18	18C0095	A		10/04/2018	MDRICH CONSULTING, INC.	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	18-19	3,250.00	
				10/04/2018			18C0095		MDRICH CONSULTING, INC.							3,250.00
10/09/18	18C0100	A		10/09/2018	PEREZ, ISAMARC	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
				10/09/2018			18C0100		PEREZ, ISAMARC							300.00
10/09/18	18C0101	A		10/09/2018	FRANTZ, SUNTHARY	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
				10/09/2018			18C0101		FRANTZ, SUNTHARY							300.00
10/18/18	18C0109	C		10/18/2018	MORAN, THOMAS M.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	79000	73330	5810	6190000	18-19	950.00	
				10/18/2018			18C0109		MORAN, THOMAS M.							950.00
10/25/18	18C0111	A		10/25/2018	MARSHALL, SCOTT	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/25/2018	18C0111			MARSHALL, SCOTT						300.00
10/15/18	69395A	P		10/15/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	83.42	
				10/15/2018			69395A			AMAZON						83.42
10/01/18	APO180435	A		10/01/2018	SIGURDSON SALES & SERVICE, INC.	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	1,000.00	
				10/01/2018			APO180435			SIGURDSON SALES & SERVICE, INC.						1,000.00
10/03/18	APO180436	A		10/03/2018	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76500	4550	1305700	18-19	500.00	
				10/03/2018			APO180436			FRANTONE'S PIZZA						500.00
10/03/18	APO180437	A		10/03/2018	RODGER'S CATERING	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	500.00	
				10/03/2018			APO180437			RODGER'S CATERING						500.00
10/03/18	APO180438	A		10/03/2018	FRANTONE'S PIZZA	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	500.00	
				10/03/2018			APO180438			FRANTONE'S PIZZA						500.00
10/05/18	APO180439	A		10/05/2018	HENRY SCHEIN INC	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	18-19	2,100.00	
				10/05/2018			APO180439			HENRY SCHEIN INC						2,100.00
10/11/18	APO180440	A		10/11/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	5810	1400000	18-19	132.00	
				10/11/2018			APO180440			PAPER RECYCLING & SHREDDING SPECIALISTS						132.00
10/16/18	APO180441	A		10/16/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	3,000.00	
				10/16/2018			APO180441			OFFICE DEPOT/BUSINESS SVCS DIV						3,000.00
10/16/18	APO180442	A		10/16/2018	SMART & FINAL IRIS	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	1,500.00	

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						10/16/2018	APO180442			SMART & FINAL IRIS						1,500.00
10/16/18	APO180443	A		10/16/2018	SAIKRUPA FOODS, INC.	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	500.00	
						10/16/2018	APO180443			SAIKRUPA FOODS, INC.						500.00
10/16/18	APO180444	A		10/16/2018	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Services	69.0	00000.0	00900	03310	4550	6440000	18-19	2,000.00	
						10/16/2018	APO180444			OFFICE SOLUTIONS						2,000.00
10/23/18	APO180445	A		11/01/2018	AMAZON.COM SERVICES, INC.	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	18-19	400.00	
						10/23/2018	APO180445			AMAZON.COM SERVICES, INC.						400.00
10/25/18	APO180446	A		10/25/2018	CASCADE THERMAL SOLUTIONS	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	18-19	550.00	
						10/25/2018	APO180446			CASCADE THERMAL SOLUTIONS						550.00
10/26/18	APO180447	A		10/26/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	18-19	132.00	
						10/26/2018	APO180447			PAPER RECYCLING & SHREDDING SPECIALISTS						132.00
10/27/18	APO180448	A		10/27/2018	FRANTONE'S PIZZA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	18-19	1,000.00	
						10/27/2018	APO180448			FRANTONE'S PIZZA						1,000.00
10/27/18	APO180449	A		10/27/2018	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	18-19	2,500.00	
						10/27/2018	APO180449			FOLLETT BOOKSTORE #603						2,500.00

Total by District : 64360

1,738,176.23

1,738,176.23

End of Report LAPO009C

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

* Prior Year Payments

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of November 2018

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of November 2018.

FISCAL IMPACT

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

REPORT SUMMARY

This report of purchase orders processed during the month of November 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

November 2018 – Purchase Order Report

Report ID: LAPO009C

District: 64360

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

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/01/18	0000069874	C		11/03/2018	WIITDNEN, SONYA	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	54.75	
				11/01/2018			0000069874			WIITDNEN, SONYA						54.75
11/01/18	0000069875	A		11/01/2018	ALLISON MECHANICAL, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	3,736.00	
				11/01/2018			0000069875			ALLISON MECHANICAL, INC.						3,736.00
11/01/18	0000069876	C		11/03/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	2,063.83	
				11/01/2018			0000069876			KEENAN & ASSOCIATES						2,063.83
11/01/18	0000069877	C		11/03/2018	MALIG, JANNET	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	18-19	199.80	
				11/01/2018			0000069877			MALIG, JANNET						199.80
11/01/18	0000069878	C		11/03/2018	SWITCH VEHICLES, INC.	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	7,180.00	
				11/01/2018			0000069878			SWITCH VEHICLES, INC.						7,180.00
11/01/18	0000069879	C		11/03/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	18-19	158.34	
				11/01/2018			0000069879			OFFICE DEPOT/BUSINESS SVCS DIV						158.34
11/01/18	0000069880	A		11/01/2018	YALE CHASE MATERIALS	CARTS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	6420	6550000	18-19	15,426.76	
				11/01/2018			0000069880			YALE CHASE MATERIALS						15,426.76
11/01/18	0000069881	A		11/01/2018	E-Z-GO A TEXTRON COMPANY	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5640	6550000	18-19	2,744.96	
				11/01/2018			0000069881			E-Z-GO A TEXTRON COMPANY						2,744.96
11/01/18	0000069882	C		11/01/2018	SPORTS FIELD SERVICES	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	5,900.00	
				11/01/2018			0000069882			SPORTS FIELD SERVICES						5,900.00

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11/01/18	0000069883	C		11/03/2018	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,148.56	
						11/01/2018	0000069883		ENVISE							1,148.56
11/01/18	0000069884	A		11/26/2018	BANK OF AMERICA	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	641.40	
						11/01/2018	0000069884		BANK OF AMERICA							641.40
11/01/18	0000069885	A		11/01/2018	STAPLES ADVANTAGE	OFFICE SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	2,824.39	
						11/01/2018	0000069885		STAPLES ADVANTAGE							2,824.39
11/01/18	0000069886	A		11/01/2018	MATCO TOOLS CORP.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	769.43	
						11/01/2018	0000069886		MATCO TOOLS CORP.							769.43
11/01/18	0000069887	A		11/01/2018	KLEIN EDUCATIONAL SYSTEMS, INC	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	967.51	
								01.3	00000.0	00000	70360	6410	0900000	18-19	24,292.13	
						11/01/2018	0000069887		KLEIN EDUCATIONAL SYSTEMS, INC							25,259.64
11/01/18	0000069888	A		11/01/2018	TRIANGLE ENGINEERING, INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	438.00	
								01.3	00000.0	00000	70360	6410	0900000	18-19	9,528.50	
						11/01/2018	0000069888		TRIANGLE ENGINEERING, INC.							9,966.50
11/01/18	0000069889	A		11/01/2018	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	18-19	11,816.15	
						11/01/2018	0000069889		PRAXAIR DISTRIBUTION INC.							11,816.15
11/01/18	0000069890	A		11/01/2018	FORMLABS, INC.	DRAFTING SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	3,368.22	
						11/01/2018	0000069890		FORMLABS, INC.							3,368.22
11/01/18	0000069891	A		11/01/2018	INDUSTRIAL PLASTIC SUPPLY INC.	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	1,794.61	

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						11/01/2018	0000069891	INDUSTRIAL PLASTIC SUPPLY INC.								1,794.61
11/01/18	0000069892	A		11/06/2018	DREES WOOD PRODUCTS	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	616.49	
						11/01/2018	0000069892	DREES WOOD PRODUCTS								616.49
11/01/18	0000069893	X	1	11/07/2018	VACUUM PRESSING SYSTEMS, INC.	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	297.74	
						11/01/2018	0000069893	VACUUM PRESSING SYSTEMS, INC.								297.74
11/01/18	0000069894	A		11/01/2018	PREMIER STEEL	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	18-19	6,204.27	
						11/01/2018	0000069894	PREMIER STEEL								6,204.27
11/01/18	0000069895	A		11/01/2018	TCB PRINTING	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	89.80	
						11/01/2018	0000069895	TCB PRINTING								89.80
11/01/18	0000069896	A		11/01/2018	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	5,309.27	
						11/01/2018	0000069896	PRAXAIR DISTRIBUTION INC.								5,309.27
11/03/18	0000069897	C		11/03/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	5,568.55	
						11/03/2018	0000069897	IMAGE 2000, INC.								5,568.55
11/03/18	0000069898	C		11/03/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,467.96	
						11/03/2018	0000069898	US BANK EQUIPMENT FINANCE								8,467.96
11/03/18	0000069899	C		11/03/2018	FOLLETT BOOKSTORE #603	BOOKS	Interdisciplinary Studies	39.9	00000.0	00000	04100	4100	4900000	18-19	531.89	
						11/03/2018	0000069899	FOLLETT BOOKSTORE #603								531.89
11/03/18	0000069900	C		11/03/2018	PASTRANA, MELANIE	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	5810	6920000	18-19	500.00	
								01.3	00000.0	00000	70780	5810	6920000	18-19	500.00	

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						11/03/2018	0000069900	PASTRANA, MELANIE								1,000.00
11/03/18	0000069901	A		11/03/2018	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	2,633.39	
						11/03/2018	0000069901	PERFECT FORM								2,633.39
11/03/18	0000069902	A		11/03/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	39.8	00000.0	00000	77500	6450	6190000	18-19	742.32	
						11/03/2018	0000069902	GOLDEN STAR TECHNOLOGY INC.								742.32
11/05/18	0000069903	C		11/26/2018	AMAZON	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	16.30	
						11/05/2018	0000069903	AMAZON								16.30
11/05/18	0000069904	A		11/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	2,160.50	
						11/05/2018	0000069904	DIVERSIFIED BUSINESS SERVICES								2,160.50
11/05/18	0000069905	C		11/05/2018	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	85.55	
						11/05/2018	0000069905	MacDEVITT, JAMES								85.55
11/05/18	0000069906	C		11/07/2018	SAMY 'S CAMERA	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	208.04	
						11/05/2018	0000069906	SAMY 'S CAMERA								208.04
11/05/18	0000069907	A		11/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	360.82	
						11/05/2018	0000069907	DIVERSIFIED BUSINESS SERVICES								360.82
11/05/18	0000069908	C		11/26/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	21.85	
						11/05/2018	0000069908	AMAZON								21.85
11/05/18	0000069909	C		11/07/2018	STEVE'S CAMERA SERVICE CENTER	REPAIRS - OTHER	Photography	01.0	00000.0	00000	02520	5630	1063000	18-19	990.00	

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						11/05/2018	0000069909	STEVE'S CAMERA SERVICE CENTER								990.00
11/05/18	0000069910	A		11/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	204.77	
						11/05/2018	0000069910	DIVERSIFIED BUSINESS SERVICES								204.77
11/05/18	0000069911	C		11/05/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	68.58	
						11/05/2018	0000069911	MCKINLEY, COLLEEN								68.58
11/05/18	0000069912	A		11/07/2018	CROWN PROMOTIONS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	18-19	5,744.00	
						11/05/2018	0000069912	CROWN PROMOTIONS GROUP								5,744.00
11/05/18	0000069913	A		11/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	18-19	524.11	
						11/05/2018	0000069913	DIVERSIFIED BUSINESS SERVICES								524.11
11/06/18	0000069914	C		11/06/2018	READY REFRESH BY NESTLE	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	120.47	
						11/06/2018	0000069914	READY REFRESH BY NESTLE								120.47
11/06/18	0000069915	A		11/06/2018	R&B WHOLESALE DISTRIBUTORS, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	3,165.83	
						11/06/2018	0000069915	R&B WHOLESALE DISTRIBUTORS, INC.								3,165.83
11/06/18	0000069916	A		11/06/2018	HARBOR CITY SUPPLY.COM	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65011	6120	7100000	18-19	3,975.38	
						11/06/2018	0000069916	HARBOR CITY SUPPLY.COM								3,975.38
11/06/18	0000069917	C		11/06/2018	THURY, CHERYL	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	95.45	
						11/06/2018	0000069917	THURY, CHERYL								95.45
11/06/18	0000069918	A		11/14/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	376.31	

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						11/06/2018	0000069918	BANK OF AMERICA								376.31
11/06/18	0000069919	C		11/07/2018	ULINE	SECURITY SUPP/EQUIP/SYSTEM	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	18-19	309.86	
						11/06/2018	0000069919	ULINE								309.86
11/06/18	0000069920	A		11/07/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	9,001.64	
						11/06/2018	0000069920	GOLDEN STAR TECHNOLOGY INC.								9,001.64
11/06/18	0000069921	X	1	11/08/2018	CYNMAR CORPORATION	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	154.16	
						11/06/2018	0000069921	CYNMAR CORPORATION								154.16
11/06/18	0000069923	A		11/07/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	18-19	316.91	
						11/06/2018	0000069923	PCC NETWORK SOLUTIONS								316.91
11/06/18	0000069924	A		11/07/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	6420	6016000	18-19	5,305.65	
						11/06/2018	0000069924	GOLDEN STAR TECHNOLOGY INC.								5,305.65
11/06/18	0000069925	A		11/07/2018	KI	OPEN1	International Students	01.0	00000.0	00000	03420	6460	6452000	18-19	2,392.80	
							Oth Instr Sup Services	01.3	00000.0	03300	72600	6410	6190000	18-19	2,392.82	
						11/06/2018	0000069925	KI								4,785.62
11/06/18	0000069926	C		11/07/2018	RANCHO SANTIAGO COLLEGE DISTRICT	MISCELLANEOUS	Oth Instr Sup Services	39.0	00000.0	00000	77400	7610	6190000	18-19	260.00	
						11/06/2018	0000069926	RANCHO SANTIAGO COLLEGE DISTRICT								260.00
11/07/18	0000069927	C		11/07/2018	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	96.00	
						11/07/2018	0000069927	CITY OF LAKEWOOD								96.00

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11/07/18	0000069928	A		11/07/2018	BELLFLOWER UNIFIED SCHOOL	TRANSPORTATION SUPP/EQUIP/SERV	General Administration	69.4	00000.0	00000	01200	5810	6006000	18-19	510.85	
						11/07/2018	0000069928	BELLFLOWER UNIFIED SCHOOL DISTRICT								510.85
11/07/18	0000069929	A		11/08/2018	BURMAX CO.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	5630	3057000	18-19	161.12	
						11/07/2018	0000069929	BURMAX CO.								161.12
11/07/18	0000069930	A		11/07/2018	STYL ENVY NAIL FASHION	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	919.80	
						11/07/2018	0000069930	STYL ENVY NAIL FASHION								919.80
11/07/18	0000069931	A		11/07/2018	POISE MAKE UP	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	5,791.24	
						11/07/2018	0000069931	POISE MAKE UP								5,791.24
11/07/18	0000069932	A		11/07/2018	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	9,583.45	
						11/07/2018	0000069932	DERMALOGICA								9,583.45
11/08/18	0000069933	A		11/08/2018	ABC SCHOOL EQUIPMENT INC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	9,695.41	
						11/08/2018	0000069933	ABC SCHOOL EQUIPMENT INC								9,695.41
11/08/18	0000069934	A		11/08/2018	DIVERSIFIED BUSINESS SERVICES	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	1,404.00	
						11/08/2018	0000069934	DIVERSIFIED BUSINESS SERVICES								1,404.00
11/08/18	0000069935	A		11/08/2018	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	773.51	
						11/08/2018	0000069935	DIVERSIFIED BUSINESS SERVICES								773.51
11/08/18	0000069936	C		11/08/2018	KAR TINT, INC.	MISCELLANEOUS	Child Development	01.0	00000.0	00000	02700	4550	6920000	18-19	125.00	
						11/08/2018	0000069936	KAR TINT, INC.								125.00
11/08/18	0000069937	C		11/08/2018	RAN GRAPHICS	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	584.40	

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						11/08/2018	0000069937	RAN GRAPHICS								584.40
11/08/18	0000069938	C		11/08/2018	PROMO DIRECT	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	18-19	571.67	
						11/08/2018	0000069938	PROMO DIRECT								571.67
11/08/18	0000069939	C		11/26/2018	AMAZON	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	02510	4320	0501000	18-19	28.21	
						11/08/2018	0000069939	AMAZON								28.21
11/08/18	0000069940	C		11/08/2018	VAC-U-CLAMP	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	273.64	
						11/08/2018	0000069940	VAC-U-CLAMP								273.64
11/08/18	0000069941	A		11/08/2018	REYNOLDS ADVANCED	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.1	00000.0	00100	02600	4325	0964000	18-19	116.31	
						11/08/2018	0000069941	REYNOLDS ADVANCED MATERIALS								116.31
11/08/18	0000069942	A		11/26/2018	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	41.39	
						11/08/2018	0000069942	BANK OF AMERICA								41.39
11/08/18	0000069943	C		11/08/2018	COMMUNITY COLLEGE LEAGUE of	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	5210	6190000	18-19	600.00	
						11/08/2018	0000069943	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								600.00
11/09/18	0000069944	A		11/09/2018	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleri es	01.0	00000.0	00000	02520	4550	6140000	18-19	419.87	
						11/09/2018	0000069944	MacDEVITT, JAMES								419.87
11/09/18	0000069945	C		11/26/2018	AMAZON	OFFICE SUPPLIES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	18-19	33.91	
						11/09/2018	0000069945	AMAZON								33.91
11/09/18	0000069946	C		11/09/2018	HSACCC	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	18-19	175.00	
						11/09/2018	0000069946	HSACCC								175.00

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11/09/18	0000069947	C		11/09/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	251.10	
				11/09/2018			0000069947			MCKINLEY, COLLEEN						251.10
11/09/18	0000069948	A		11/14/2018	KTS NETWORK SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	276.92	
				11/09/2018			0000069948			KTS NETWORK SOLUTIONS						276.92
11/09/18	0000069949	A		11/14/2018	EMEDCO INC.	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	41.26	
				11/09/2018			0000069949			EMEDCO INC.						41.26
11/09/18	0000069950	C		11/14/2018	ULINE	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	82.93	
				11/09/2018			0000069950			ULINE						82.93
11/09/18	0000069951	C		11/09/2018	CODE 5 GROUP, LLC	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	600.00	
				11/09/2018			0000069951			CODE 5 GROUP, LLC						600.00
11/09/18	0000069952	C		11/09/2018	BURRO CANYON SHOOTING PARK	INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	30.00	
				11/09/2018			0000069952			BURRO CANYON SHOOTING PARK						30.00
11/09/18	0000069953	A		11/14/2018	RAN GRAPHICS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	18-19	629.20	
				11/09/2018			0000069953			RAN GRAPHICS						629.20
11/10/18	0000069954	C		11/13/2018	IAGMASEP	MEMBERSHIPS	Automotive	01.0	00000.0	00000	02600	5310	0960000	18-19	500.00	
				11/10/2018			0000069954			IAGMASEP						500.00
11/13/18	0000069955	C		11/13/2018	OCLB CONSORTIUM	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	150.00	
				11/13/2018			0000069955			OCLB CONSORTIUM						150.00
11/13/18	0000069956	C		11/13/2018	RODGER'S CATERING	CATERING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	18-19	120.45	

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						11/13/2018	0000069956	RODGER'S CATERING								120.45
11/13/18	0000069957	C		11/13/2018	AVIATION TECH EDUCATIN COUNCIL	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76617	5310	6190000	18-19	350.00	
						11/13/2018	0000069957	AVIATION TECH EDUCATIN COUNCIL								350.00
11/14/18	0000069958	C		11/14/2018	DESERT COMMUNITY	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76616	5810	6190000	18-19	9,600.00	
						11/14/2018	0000069958	DESERT COMMUNITY COLLEGE DISTRICT								9,600.00
11/14/18	0000069959	C		11/14/2018	AMERICAN SOCIETY OF	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	18-19	2,700.00	
						11/14/2018	0000069959	AMERICAN SOCIETY OF HEALTHY-SYSTEM PHARM								2,700.00
11/14/18	0000069960	A		11/14/2018	GOLDEN STAR TECHNOLOGY INC.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	18-19	295.65	
						11/14/2018	0000069960	GOLDEN STAR TECHNOLOGY INC.								295.65
11/14/18	0000069961	C		11/14/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	18-19	695.87	
						11/14/2018	0000069961	RODGER'S CATERING								695.87
11/14/18	0000069962	A		11/14/2018	VIA PROMOTIONALS INC.	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5830	6016000	18-19	630.73	
						11/14/2018	0000069962	VIA PROMOTIONALS INC.								630.73
11/14/18	0000069963	A		11/14/2018	SIGMA-ALDRICH, INC.	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	64.50	
						11/14/2018	0000069963	SIGMA-ALDRICH, INC.								64.50
11/14/18	0000069964	C		11/14/2018	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	284.32	
						11/14/2018	0000069964	RODGER'S CATERING								284.32
11/14/18	0000069966	A		11/14/2018	GOODHEART-WILCOX	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	91.98	

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						11/14/2018	0000069966	GOODHEART- WILCOX								91.98
11/14/18	0000069967	C		11/14/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	18-19	304.63	
						11/14/2018	0000069967	RODGER'S CATERING								304.63
11/14/18	0000069968	P		11/14/2018	AMAZON	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	133.28	
						11/14/2018	0000069968	AMAZON								133.28
11/14/18	0000069969	C		11/14/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	18-19	108.41	
						11/14/2018	0000069969	RODGER'S CATERING								108.41
11/14/18	0000069970	A		11/14/2018	SURVEYMONKEY.COM	SUBSCRIPTIONS	Tutoring	01.0	00000.0	00000	01220	4550	6491000	18-19	1,020.00	
						11/14/2018	0000069970	SURVEYMONKEY.COM								1,020.00
11/14/18	0000069971	A		11/14/2018	BANK OF AMERICA	SUBSCRIPTIONS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	130.31	
						11/14/2018	0000069971	BANK OF AMERICA								130.31
11/14/18	0000069972	C		11/14/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	5,763.28	
						11/14/2018	0000069972	IMAGE 2000, INC.								5,763.28
11/15/18	0000069973	A		11/15/2018	SCANTRON CORPORATION	SOFTWARE	Instructional Office	01.0	00000.0	00000	02100	5630	6016000	18-19	2,009.33	
						11/15/2018	0000069973	SCANTRON CORPORATION								2,009.33
11/15/18	0000069974	A		11/15/2018	CDW-GOVERNMENT INC	SOFTWARE	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	639.92	
						11/15/2018	0000069974	CDW-GOVERNMENT INC								639.92
11/15/18	0000069975	A		11/15/2018	WHITTIER FERTILIZER	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	1,051.21	

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						11/15/2018	0000069975	WHITTIER FERTILIZER COMPANY								1,051.21
11/16/18	0000069976	P		11/16/2018	AMAZON	AUDIOVISUAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	226.38	
						11/16/2018	0000069976	AMAZON								226.38
11/16/18	0000069977	A		11/16/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	128.97	
						11/16/2018	0000069977	BANK OF AMERICA								128.97
11/16/18	0000069978	C		11/16/2018	OCLC WESTERN SERVICE CENTER	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	4,385.00	
						11/16/2018	0000069978	OCLC WESTERN SERVICE CENTER								4,385.00
11/16/18	0000069979	C		11/16/2018	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	42.75	
						11/16/2018	0000069979	EBSCO INFORMATION SERVICES								42.75
11/16/18	0000069980	A		11/16/2018	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	5,484.10	
						11/16/2018	0000069980	CLASSIC BODY SUPPLY, INC.								5,484.10
11/19/18	0000069981	A		11/19/2018	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	88.13	
						11/19/2018	0000069981	OFFICE DEPOT/BUSINESS SVCS DIV								88.13
11/19/18	0000069982	A		11/19/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	43,186.09	
						11/19/2018	0000069982	GOLDEN STAR TECHNOLOGY INC.								43,186.09
11/20/18	0000069983	A		11/20/2018	DEMCO	LIBRARY SUPP/EQUIP	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	486.11	
						11/20/2018	0000069983	DEMCO								486.11
11/20/18	0000069984	C		11/20/2018	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	450.00	

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						11/20/2018	0000069984			D&S WINDOW COVERING						450.00
11/20/18	0000069985	C		11/20/2018	SAL'S PLUMBING INC	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	153.28	
						11/20/2018	0000069985			SAL'S PLUMBING INC						153.28
11/20/18	0000069986	C		11/20/2018	SOUTH COAST A.Q.M.D.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	1,340.63	
						11/20/2018	0000069986			SOUTH COAST A.Q.M.D.						1,340.63
11/20/18	0000069987	C		11/20/2018	SOUTH COAST A.Q.M.D.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	131.79	
						11/20/2018	0000069987			SOUTH COAST A.Q.M.D.						131.79
11/20/18	0000069988	C		11/20/2018	PETERSON'S A NELNET COMPANY	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	18-19	78.40	
						11/20/2018	0000069988			PETERSON'S A NELNET COMPANY						78.40
11/20/18	0000069989	C		11/20/2018	NATIONAL COLLEGIATE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	600.00	
						11/20/2018	0000069989			NATIONAL COLLEGIATE HONORS COUNCIL						600.00
11/20/18	0000069990	A		11/21/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	39,382.18	
						11/20/2018	0000069990			GOLDEN STAR TECHNOLOGY INC.						39,382.18
11/20/18	0000069991	P		11/20/2018	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	82.20	
						11/20/2018	0000069991			AMAZON						82.20
11/20/18	0000069992	C		11/20/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	162.99	
						11/20/2018	0000069992			MCKINLEY, COLLEEN						162.99
11/20/18	0000069993	A		11/20/2018	CAFE N STUFF	FOOD PRODUCTS	Oth Instr Sup Services	39.6	00000.0	00000	74750	4550	6190000	18-19	469.46	

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						11/20/2018	0000069993	CAFE N STUFF								469.46
11/20/18	0000069994	C		11/21/2018	NETSCOUT SYSTEMS, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	2,259.07	
						11/20/2018	0000069994	NETSCOUT SYSTEMS, INC.								2,259.07
11/20/18	0000069995	A		11/21/2018	XEROX CORPORATION	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	1,423.50	
						11/20/2018	0000069995	XEROX CORPORATION								1,423.50
11/20/18	0000069996	P		11/20/2018	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	7.99	
						11/20/2018	0000069996	AMAZON								7.99
11/20/18	0000069997	A		11/21/2018	LANGUAGE LINE SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5830	6016000	18-19	99.00	
						11/20/2018	0000069997	LANGUAGE LINE SERVICES								99.00
11/20/18	0000069998	A		11/20/2018	PHYTORION, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	2,952.21	
						11/20/2018	0000069998	PHYTORION, INC.								2,952.21
11/20/18	0000069999	A		11/21/2018	SIGMA-ALDRICH, INC.	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	1,377.74	
						11/20/2018	0000069999	SIGMA-ALDRICH, INC.								1,377.74
11/20/18	0000070000	A		11/26/2018	ULINE	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	185.92	
						11/20/2018	0000070000	ULINE								185.92
11/20/18	0000070001	A		11/21/2018	STUDIO DEPOT	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	710.61	
						11/20/2018	0000070001	STUDIO DEPOT								710.61
11/20/18	0000070002	A		11/20/2018	ALCALA LUTHIERY, LLC	REPAIRS - OTHER	Music	01.0	00000.0	00000	02520	5630	1054000	18-19	230.00	

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						11/20/2018	0000070002	ALCALA LUTHIERY, LLC								230.00
11/20/18	0000070003	P		11/20/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	15.98	
						11/20/2018	0000070003	AMAZON								15.98
11/20/18	0000070004	P		11/20/2018	AMAZON	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	150.92	
						11/20/2018	0000070004	AMAZON								150.92
11/20/18	0000070005	P		11/20/2018	AMAZON	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	49.99	
						11/20/2018	0000070005	AMAZON								49.99
11/21/18	0000070006	A	1	11/26/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.1	00000.0	00100	02530	4325	1230000	18-19	5,595.27	
						11/21/2018	0000070006	CONCORDANCE HEALTHCARE SOLUTIONS								5,595.27
11/21/18	0000070007	A	1	11/26/2018	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Nursing	01.1	00000.0	00100	02530	4325	1230000	18-19	265.66	
						11/21/2018	0000070007	POCKET NURSE								265.66
11/21/18	0000070008	A		11/21/2018	DEMCO	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	80.70	
						11/21/2018	0000070008	DEMCO								80.70
11/21/18	0000070009	P		11/21/2018	NEED TO ADD VENDOR	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	495.00	
						11/21/2018	0000070009	NEED TO ADD VENDOR								495.00
11/21/18	0000070010	P		11/21/2018	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	150.00	
						11/21/2018	0000070010	BANK OF AMERICA								150.00
11/21/18	0000070011	A		11/21/2018	RAN GRAPHICS	ADVERTISING	Health Professions	01.0	00000.0	00000	02530	5830	1201000	18-19	178.06	

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						11/21/2018	0000070011	RAN GRAPHICS								178.06
11/21/18	0000070012	A		11/21/2018	UWORLD	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	5,560.00	
						11/21/2018	0000070012	UWORLD								5,560.00
11/26/18	0000070013	A		11/26/2018	MARIANNA INDUSTRIES INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	23,762.19	
						11/26/2018	0000070013	MARIANNA INDUSTRIES INC								23,762.19
11/26/18	0000070014	A		11/26/2018	TCB PRINTING	PAPER PRODUCTS AND PAPERBOARD	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	24.64	
						11/26/2018	0000070014	TCB PRINTING								24.64
11/26/18	0000070015	C		11/26/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	2,452.50	
						11/26/2018	0000070015	ATKINSON, ANDELSON, LOYA, RUUD								2,452.50
11/26/18	0000070016	C		11/26/2018	CAMP FIRE	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07005	73460	7530	6730000	18-19	510.00	
						11/26/2018	0000070016	CAMP FIRE								510.00
11/26/18	0000070017	C		11/26/2018	JONES, MICHELLE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	
						11/26/2018	0000070017	JONES, MICHELLE								400.00
11/26/18	0000070018	A		11/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	16,379.83	
						11/26/2018	0000070018	GOLDEN STAR TECHNOLOGY INC.								16,379.83
11/26/18	0000070019	C		11/26/2018	TELEPERFORMANCE RAPIDTEXT	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	18-19	450.00	
						11/26/2018	0000070019	TELEPERFORMANCE RAPIDTEXT								450.00
11/26/18	0000070020	C		11/26/2018	GRIJALVA, TONI	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	110.95	

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						11/26/2018	0000070020		GRIJALVA, TONI							110.95
11/26/18	0000070021	C		11/26/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	378.00	
						11/26/2018	0000070021		ERICKSON LAW FIRM							378.00
11/26/18	0000070022	C		11/26/2018	RAPHAEL, VALYNIA C.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07001	73460	4550	6730000	18-19	100.69	
						11/26/2018	0000070022		RAPHAEL, VALYNIA C.							100.69
11/26/18	0000070023	C		11/26/2018	PACIFIC MEDICAL CLINIC	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	75.00	
						11/26/2018	0000070023		PACIFIC MEDICAL CLINIC							75.00
11/26/18	0000070024	A		11/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	28,130.13	
						11/26/2018	0000070024		GOLDEN STAR TECHNOLOGY INC.							28,130.13
11/26/18	0000070025	C		11/26/2018	YCCD, for CCC Registry Job Fair	ADVERTISING	Human Resources	01.0	00000.0	00000	05100	5830	6730000	18-19	1,890.00	
						11/26/2018	0000070025		YCCD, for CCC Registry Job Fair							1,890.00
11/26/18	0000070026	C		11/26/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	111.00	
						11/26/2018	0000070026		ERICKSON LAW FIRM							111.00
11/26/18	0000070027	A		11/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Adult Education	41.0	00000.0	00000	73860	6410	6980000	18-19	27,017.72	
						11/26/2018	0000070027		GOLDEN STAR TECHNOLOGY INC.							27,017.72
11/26/18	0000070028	C		11/26/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	2,713.50	
						11/26/2018	0000070028		ERICKSON LAW FIRM							2,713.50
11/26/18	0000070029	C		11/26/2018	FOLLETT BOOKSTORE #603	MISCELLANEOUS	District	71.1	00000.0	02027	02800	7610	0000000	18-19	9,529.89	

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						11/26/2018	0000070029	FOLLETT BOOKSTORE #603								9,529.89
11/26/18	0000070030	A		11/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6460	6780000	18-19	783.60	
						11/26/2018	0000070030	GOLDEN STAR TECHNOLOGY INC.								783.60
11/26/18	0000070031	A		11/26/2018	1-WORLD GLOBES & MAPS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	323.03	
						11/26/2018	0000070031	1-WORLD GLOBES & MAPS								323.03
11/26/18	0000070032	A		11/26/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Adult Education	41.0	00000.0	00000	73860	6410	6980000	18-19	6,825.23	
						11/26/2018	0000070032	PCC NETWORK SOLUTIONS								6,825.23
11/26/18	0000070033	A		11/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	18-19	332.14	
						11/26/2018	0000070033	GOLDEN STAR TECHNOLOGY INC.								332.14
11/26/18	0000070034	A		11/26/2018	SPECTRUM CHEMICALS MFG.	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	313.12	
						11/26/2018	0000070034	SPECTRUM CHEMICALS MFG. CORP.								313.12
11/26/18	0000070035	A		11/26/2018	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	459.33	
						11/26/2018	0000070035	POCKET NURSE								459.33
11/26/18	0000070036	A		11/26/2018	LETCO MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	555.33	
						11/26/2018	0000070036	LETCO MEDICAL								555.33
11/26/18	0000070037	A		11/26/2018	MCKESSON GENERAL MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	46.06	
						11/26/2018	0000070037	MCKESSON GENERAL MEDICAL								46.06
11/26/18	0000070038	A		11/26/2018	HEALTH CARE LOGISTICS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	39.31	

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						11/26/2018	0000070038	HEALTH CARE LOGISTICS								39.31
11/26/18	0000070039	A		11/26/2018	PIONEER RX	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	158.95	
						11/26/2018	0000070039	PIONEER RX								158.95
11/26/18	0000070040	A		11/26/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	583.61	
						11/26/2018	0000070040	CONCORDANCE HEALTHCARE SOLUTIONS								583.61
11/26/18	0000070041	A		11/27/2018	GLOBAL INDUSTRIAL	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,496.67	
						11/26/2018	0000070041	GLOBAL INDUSTRIAL								1,496.67
11/26/18	0000070042	P		11/28/2018	BANK OF AMERICA	PRINTING SERVICES	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	1,015.55	
						11/26/2018	0000070042	BANK OF AMERICA								1,015.55
11/27/18	0000070043	A		11/27/2018	RAN GRAPHICS	ADVERTISING	Health Professions	01.0	00000.0	00000	02530	5830	1201000	18-19	178.06	
						11/27/2018	0000070043	RAN GRAPHICS								178.06
11/27/18	0000070044	C		11/27/2018	SOUTH COAST HIGHER EDUCATION	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00000	03400	5310	6310000	18-19	50.00	
						11/27/2018	0000070044	SOUTH COAST HIGHER EDUCATION COUNCIL								50.00
11/27/18	0000070045	C		11/27/2018	NAGY, PAUL	TRAVEL AGENCIES	Human Resources	01.0	00000.0	00000	05100	5230	6730000	18-19	400.00	
						11/27/2018	0000070045	NAGY, PAUL								400.00
11/27/18	0000070046	A		11/27/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,467.96	
						11/27/2018	0000070046	US BANK EQUIPMENT FINANCE								8,467.96
11/27/18	0000070047	A	1	11/28/2018	GARCIA, SAUL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	1,239.47	

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						11/27/2018	0000070047		GARCIA, SAUL							1,239.47
11/27/18	0000070048	C		11/27/2018	ALY, HEMAT	CONFERENCE AND TRAVEL	Trnsfers & Pymnts to/for	01.3	00000.0	03200	72800	7610	7300000	18-19	761.96	
						11/27/2018	0000070048		ALY, HEMAT							761.96
11/27/18	0000070049	A		11/27/2018	GRAINGER	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	207.27	
						11/27/2018	0000070049		GRAINGER							207.27
11/27/18	0000070050	A		11/27/2018	GRAINGER	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	171.08	
						11/27/2018	0000070050		GRAINGER							171.08
11/28/18	0000070051	C		11/28/2018	CURRY, VICKY	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	18-19	70.06	
						11/28/2018	0000070051		CURRY, VICKY							70.06
11/28/18	0000070052	C		11/28/2018	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	13,906.99	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	6,923.00	
						11/28/2018	0000070052		PARKER & COVERT, L.L.P.							20,829.99
11/28/18	0000070053	C		11/28/2018	CCCCD/DIABLO VALLEY COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70366	5210	6190000	18-19	500.00	
						11/28/2018	0000070053		CCCCD/DIABLO VALLEY COLLEGE							500.00
11/28/18	0000070054	A		11/28/2018	GEORGE CHEVROLET	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	221.19	
						11/28/2018	0000070054		GEORGE CHEVROLET							221.19
11/29/18	0000070055	C		11/29/2018	COMMUNITY COLLEGE LEAGUE of	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	120.00	
						11/29/2018	0000070055		COMMUNITY COLLEGE LEAGUE of CALIFORNIA							120.00

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11/29/18	0000070056	A		11/29/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	02510	6310	0501000	18-19	4,926.51	
				11/29/2018			0000070056				OFFICE DEPOT/BUSINESS SVCS DIV					4,926.51
11/29/18	0000070057	A		11/29/2018	NAT'L ALLIANCE OF CONCURRENT	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	5210	6190000	18-19	720.00	
				11/29/2018			0000070057				NAT'L ALLIANCE OF CONCURRENT ENROLL PAR					720.00
11/29/18	0000070058	A		11/29/2018	ELECTRIC CAR SALES & SERVICE	MISCELLANEOUS	Campus Police	01.0	00000.0	00000	04100	6420	6795000	18-19	12,655.00	
				11/29/2018			0000070058				ELECTRIC CAR SALES & SERVICE INC					12,655.00
11/29/18	0000070059	A		11/29/2018	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	6,378.48	
				11/29/2018			0000070059				CERRITOS COLLEGE DISTRICT					6,378.48
11/30/18	0000070061	A		11/30/2018	LUGO'S CATERING	CATERING SERVICES	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	1,064.58	
				11/30/2018			0000070061				LUGO'S CATERING					1,064.58
11/30/18	0000070062	A		11/30/2018	MILLER, MICHAEL RAYMOND	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	500.00	
				11/30/2018			0000070062				MILLER, MICHAEL RAYMOND					500.00
11/30/18	0000070063	A		11/30/2018	PINMART INC	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	356.97	
				11/30/2018			0000070063				PINMART INC					356.97
11/30/18	0000070064	A		11/30/2018	QLESS	CONTRACT SERVICES RENDERED	Student Personnel	01.0	00000.0	00000	03100	5810	6450000	18-19	25,687.56	
				11/30/2018			0000070064				QLESS					25,687.56
11/30/18	0000070065	P		11/30/2018	AMAZON	COMPUTER SUPP/EQUIP	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	18-19	101.74	
				11/30/2018			0000070065				AMAZON					101.74
11/30/18	0000070066	A		11/30/2018	COMMUNITY COLLEGE LEAGUE of	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	57,836.64	

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						11/30/2018	0000070066	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								57,836.64
11/30/18	0000070067	A		11/30/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	2,901,809.53	
						11/30/2018	0000070067	KEENAN & ASSOCIATES								2,901,809.53
11/29/18	17C0024-02	A		11/29/2018	GENSLER	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65004	5810	7100000	18-19	300,000.00	
						11/29/2018	17C0024-02	GENSLER								300,000.00
11/26/18	17C0123A	A		11/26/2018	POLLARD, ERIN	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	250.00	
						11/26/2018	17C0123A	POLLARD, ERIN								250.00
11/26/18	18C0035	A		11/26/2018	CLOVIS UNIFIED SCHOOL DISTRICT	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	55,000.00	
						11/26/2018	18C0035	CLOVIS UNIFIED SCHOOL DISTRICT								55,000.00
11/28/18	18C0090	A		11/28/2018	PEREZ, ADRIAN	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						11/28/2018	18C0090	PEREZ, ADRIAN								300.00
11/15/18	18C0099	A		11/15/2018	MARTINEZ, ELIZABETH	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						11/15/2018	18C0099	MARTINEZ, ELIZABETH								300.00
11/15/18	18C0103	A		11/15/2018	MORALES, EDUARDO	MISCELLANEOUS	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	4,000.00	
						11/15/2018	18C0103	MORALES, EDUARDO								4,000.00
11/15/18	18C0113	A		11/15/2018	INNOVATIVE EDUCATORS	MISCELLANEOUS	iFalcon	01.3	00000.0	03001	73460	5810	6194000	18-19	19,995.00	
						11/15/2018	18C0113	INNOVATIVE EDUCATORS								19,995.00
11/28/18	18C0114	A		11/28/2018	ESTRADA, TERESA	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	1,000.00	

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FY: 18-19

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/28/2018	18C0114		ESTRADA, TERESA							1,000.00
11/06/18	18C0121	A		11/06/2018	IDS GROUP INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	64004	6130	7100000	18-19	17,523.00	
				11/06/2018		18C0121	IDS GROUP INC.									17,523.00
11/20/18	18C0126	A		11/20/2018	OMNIGO SOFTWARE	MISCELLANEOUS	Campus Police	01.0	00000.0	00000	03700	6310	6795000	18-19	13,172.00	
				11/20/2018		18C0126	OMNIGO SOFTWARE									13,172.00
11/27/18	18C0132	A		11/27/2018	TRACY SCHAELEN	CONSULTANTS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	4,000.00	
				11/27/2018		18C0132	TRACY SCHAELEN									4,000.00
11/02/18	18FC0012	A		11/02/2018	B.K. SIGNS INCORPORATED	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	35,795.28	
				11/02/2018		18FC0012	B.K. SIGNS INCORPORATED									35,795.28
11/01/18	18FC0013	A		11/01/2018	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Adult Education	41.0	00000.0	00000	73860	5810	6980000	18-19	3,680.00	
								41.0	00000.0	00000	73860	6450	6980000	18-19	32,350.00	
				11/01/2018		18FC0013	INTEGRATED INTERIORS, INC.									36,030.00
11/01/18	18FC0014	A		11/01/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Adult Education	41.0	00000.0	00000	73860	6450	6980000	18-19	16,399.00	
				11/01/2018		18FC0014	DEL MAR FLOOR COVERING INC.									16,399.00
11/20/18	18FC0015	A		11/20/2018	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	33,898.00	
				11/20/2018		18FC0015	ENVISE									33,898.00
11/27/18	67198A	A		11/27/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	18-19	9,998.00	
				11/27/2018		67198A	STANLEY SECURITY SOLUTIONS, INC.									9,998.00
11/14/18	68365A	C		11/14/2018	EXPRESS MOLD ENGINEERING	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	18-19	2,308.60	

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

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

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 24

Run Date: 12/01/2018

Run Time: 02:30:31AM

FY: 18-19

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/14/2018	68365A			EXPRESS MOLD ENGINEERING						2,308.60
11/09/18	68468A	C		11/09/2018	PCC NETWORK SOLUTIONS	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	350.04	
						11/09/2018	68468A			PCC NETWORK SOLUTIONS						350.04
11/27/18	69268A	A		11/27/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	25.41	
								01.3	00000.0	00000	70780	4320	6920000	18-19	25.43	
						11/27/2018	69268A			BANK OF AMERICA						50.84
11/26/18	69864A	P		11/26/2018	AMAZON	BOOKS	Oth Instr Sup Services	01.3	00000.0	02321	72000	4100	6190000	18-19	249.15	
						11/26/2018	69864A			AMAZON						249.15
11/09/18	69921A	A		11/09/2018	SCIENCE FIRST LLC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	169.69	
						11/09/2018	69921A			SCIENCE FIRST LLC						169.69
11/26/18	69945A	P		11/26/2018	AMAZON	OFFICE SUPPLIES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	18-19	170.85	
						11/26/2018	69945A			AMAZON						170.85
11/06/18	APO180450	A		11/08/2018	PPG ARCHITECTURAL	OPEN1	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	750.00	
						11/06/2018	APO180450			PPG ARCHITECTURAL FINISHES, INC.						750.00
11/06/18	APO180451	A		11/08/2018	MUDGE FASTENERS, INC.	OPEN1	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	850.00	
						11/06/2018	APO180451			MUDGE FASTENERS, INC.						850.00
11/26/18	APO180452	A		11/26/2018	DEWEY PEST CONTROL	CONTRACTED SERVICES	Hazard Substance	01.0	00000.0	00000	04400	5810	6540000	18-19	12,097.00	
						11/26/2018	APO180452			DEWEY PEST CONTROL						12,097.00

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

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

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 25

Run Date: 12/01/2018

Run Time: 02:30:31AM

FY: 18-19

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/27/18	APO180453	A		11/27/2018	LOS ALAMITOS AUTO PARTS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	400.00	
				11/27/2018			APO180453				LOS ALAMITOS AUTO PARTS, INC.					400.00
11/29/18	APO180454	A		11/29/2018	BANK OF AMERICA	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70025	5830	6190000	18-19	3,800.00	
				11/29/2018			APO180454				BANK OF AMERICA					3,800.00

Total by District : 64360	4,084,971.43	4,084,971.43

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2018-2019

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2018-2019.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$47.98 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$239,131; funding is made possible through the California Department of Education. No District general funds will be used.

REPORT SUMMARY

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

SERVICES – AMENDMENT

CALIFORNIA DEPARTMENT OF EDUCATION

GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR FISCAL YEAR 2018-2019

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

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education (“CDE”) under the General Child Care and Development Programs whereby CDE will reimburse Cerritos College to provide preschool education services to children under the age of three. The agreement for Fiscal Year 2018-2019 was approved by the Board of Trustees on July 18, 2018.

Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. At this time, the California Department of Education proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2018-2019 to provide child development services/programs for a MRA of \$239,131 which is a \$43,421 increase in revenue to Cerritos College from the previously approved amount of \$195,710. The amendment also provides for an increase in funding to \$47.98 per child per day of full time

enrollment from the previously approved amount of \$45.44 per child per day of full time enrollment. The minimum number of child days of enrollment will now be 4,984 which is an increase of 677 days from the previously approved number of 4,307 and the minimum days of operation are 243.

Period: The time period of the agreement remains unchanged and is July 1, 2018 through June 30, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Amendment No. 1 to Contract No. 18C0016 – California Department of Education, General Child Care and Development Programs (CCTR) Fiscal Year 2018-2019

Contract No. 18C0016 - California Department of Education, General Child Care and Development Programs (CCTR) Fiscal Year 2018-2019

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

DATE: July 01, 2018**CONTRACT NUMBER:** CCTR-8072**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 19-6436-00-8**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CCTR-8072 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$195,710.00 and inserting \$239,131.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.44 and inserting \$47.98 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,307.0 and inserting 4,984.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 243. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 43,421	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 195,710	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 239,131	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-8072

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 50,425	(OPTIONAL USE)0656 13609-6436	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,425	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 23,180	(OPTIONAL USE)0656 15136-6436	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,180	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 43,421	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 122,105	(OPTIONAL USE)0656 23254-6436			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 165,526	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2018**CONTRACT NUMBER:** CCTR-8072**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 19-6436-00-8**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the GENERAL CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.44 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$195,710.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 4,307.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 195,710	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 195,710	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-8072

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,425	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6436	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,425	ITEM 30.10.000.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 23,180	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6436	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,180	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 122,105	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6436			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 122,105	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$48.28 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$998,871; funding is made possible through the California Department of Education. No District general funds will be used.

REPORT SUMMARY

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

SERVICES – AMENDMENT

CALIFORNIA DEPARTMENT OF EDUCATION

CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2018-2019

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

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education (“CDE”) under the California State Preschool Program whereby CDE will reimburse Cerritos College to provide preschool education services/programs. The agreement for Fiscal Year 2018-2019 was approved by the Board of Trustees on July 18, 2018.

Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. At this time, the California Department of Education proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2018-2019 to provide preschool education services for a MRA of \$998,871 which is a \$53,586 increase in revenue to Cerritos College from the previously approved amount of \$945,285. The amendment also provides for an increase in funding to \$48.28 per child per day of full time

enrollment from the previously approved amount of \$45.73 per child per day of full time enrollment. The minimum number of child days of enrollment will now be 20,688 which is an increase of 17 days from the previously approved number of 20,671 and the minimum days of operation are 243.

Period: The time period of the agreement remains unchanged and is July 1, 2018 through June 30, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Amendment No. 1 to Contract No. 18C0015 – California Department of Education, California State Preschool Program (CSPP) Fiscal Year 2018-2019

Contract No. 18C0015 - California Department of Education, California State Preschool Program (CSPP) Fiscal Year 2018-2019

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

DATE: July 01, 2018CONTRACT NUMBER: CSPP-8163PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 19-6436-00-8**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8163 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$945,285.00 and inserting \$998,871.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.73 and inserting \$48.28 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 20,671.0 and inserting 20,688.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 243. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,586	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 945,285	(OPTIONAL USE) 0656 23038-6436		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 998,871	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018
FISCAL YEAR 2018-2019			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

Department of General Services
use only

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**DATE:** July 01, 2018**CONTRACT NUMBER:** CSPP-8163**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 19-6436-00-8**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$945,285.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 20,671.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 945,285	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6436				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 945,285	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**
Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Owner Added Scope, Errors/Omissions], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope, Errors/Omissions] in the amount of \$9,703 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 1 will be \$9,703, increasing the contract amount to \$404,703. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Construction Hardware Co. of Pomona, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 08 represents the Doors/Frames/Hardware element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is \$9,703. The original contract amount approved by the Board was \$395,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the owner added scope of changing the doors to dutch doors in the men's and women's equipment rooms to allow for better interaction between faculty and students in these locations. The change order also provides for the correction of design errors/omissions with the door thresholds in Buildings A & B. The original thresholds specified do not effectively cover the span under the door and the expansion joint; the width will be modified to 7" in order to resolve the issue. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	January 16, 2019	\$9,703	2.46%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

Contract No. 16P006-08 – Construction Hardware Co.



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

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

BID CATEGORY: 08, Doors/Frames/Hardware

DOLLAR VALUE: \$ 395,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Construction Hardware Co.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Construction Hardware Co.

Address: 216 Pacific Street, Pomona, CA 91768
Phone: 909-594-9093
Fax: 909-595-8050

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Construction Hardware Co.** ("Contractor") ("Agreement").

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

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

PROJECT: **16P006, Health and Wellness Complex**
Category 08, Doors/Frames/Hardware

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-28, C-61 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

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

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

Three Hundred Ninety-Five Thousand and 00/100 Dollars

(\$ 395,000.00),

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

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

CONTRACTOR

CONSTRUCTION HARDWARE CO.

By: 

Title: President

Print Name: Daniel Stewart

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

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

END OF DOCUMENT



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Construction Hardware
216 Pacific St
Pomona, CA 91768

Date: January 22, 2019

Prime Change Order No: 001

Contract No: 16P006-08

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

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

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

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

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

Request By: Owner

CO Type: Owner Change

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

Time Extension: 0 Work Days

Item 1.02

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

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

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

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

Request By: Architect

CO Type: Design Errors / Omissions

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

Time Extension: 0 Work Days

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

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

SUMMARY OF COST:

Total this Change Order	\$9,703.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

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

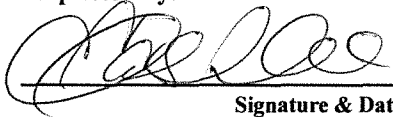
Project: Cerritos | Health & Wellness Complex
To: Construction Hardware

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

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

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

Requested By:

 11-13-18
Signature & Date

Construction Hardware

Juan Cerna
216 Pacific St
Pomona, CA 91768

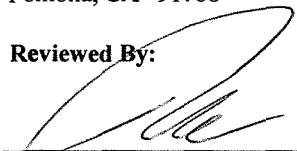
Approved By:

Signature & Date

Cerritos College

Felipe Lopez
Vice President of Business Services

Reviewed By:

 11/29/2018
Signature & Date

Cerritos College

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

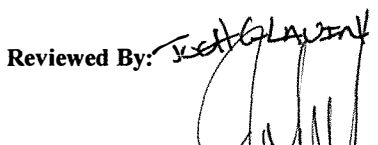
Reviewed By:

Signature & Date

Cerritos College

Mark B. Logan, Director of Purchasing &
Contract Administration

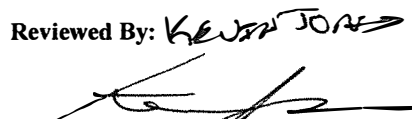
Reviewed By:

 11/15/18
Signature & Date

HMC Architects

Josh Glavin
Architect

Reviewed By:

 11/15/18
Signature & Date

Tilden-Coil Constructors, Inc.

Kevin Jones
Project Manager

Reviewed By:

 11/29/18
Signature & Date

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**
Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Errors/Omissions, Owner Added Scope], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Errors/Omissions, Owner Added Scope] in the amount of \$24,410.60 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 1 will be \$24,410.60, increasing the contract amount to \$5,380,853.60. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is \$24,410.60. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the correction of design errors/omissions by adding spacing to the 40 ft. linear light fixtures every 8 feet to provide structural support of the suspended ceiling; trim was also added to the flush lights in the men's and women's locker room to conceal the drywall edge and provide a finished look. The change order also provides for the owner added scope of installing an outlet and base feeds that would be compatible with the owner-supplied workstation in Room 212A. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	January 16, 2019	\$24,410.60	0.46%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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



Project: Cerritos College
Cerritos | Health & Wellness Complex

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

Date: November 13, 2019

Prime Change Order No: 001

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Health Wellness Building A

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

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

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

Request By: Architect

CO Type: Design Errors / Omissions

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

Time Extension: **0 Work Days**

Item

Bldg/Area: Bldg. A 212 Lobby

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

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

Benefit: Provide necessary power for the workstation

Request By: Owner

CO Type: Owner Change

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

Time Extension: **0 Work Days**

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

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

Item

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

SUMMARY OF COST:

Total this Change Order	\$24,410.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

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

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

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

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

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

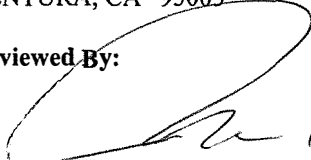
Requested By:

 11/14/2018

Signature & Date

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

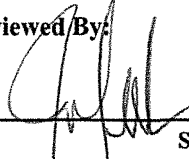
Reviewed By:

 11/29/2018

Signature & Date

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

Reviewed By:

 11/21/18

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 11/29/18

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

Signature & Date

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

Reviewed By: KEVIN JONES

 11/21/18

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager



RECEIVED

MAR 06 2017

TAFT ELECTRIC CO.

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

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

BID CATEGORY: 18, Electrical/Communications/Fire Alarm

DOLLAR VALUE: \$ 5,356,443.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Taft Electric Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION: 1132 Calendar Days

Taft Electric Company

Address: 1694 Eastman Avenue, Ventura, CA 93003

Phone: 805-642-0121

Fax: 805-650-9015

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("Contractor") ("Agreement").

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

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

PROJECT: **16P006, Health and Wellness Complex**
Category 18, Electrical/Communications/Fire Alarm

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

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

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

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

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

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

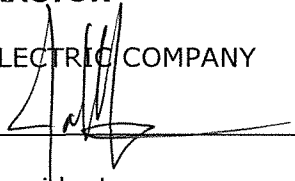
(\$ 5,356,443.00),

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

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

CONTRACTOR

TAFT ELECTRIC COMPANY

By: _____

Title: President_____

Print Name: James Marsh_____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services_____

Print Name: Felipe R. Lopez_____

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

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**
Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 17P009, Category 21), Audio Associates of San Diego, Health and Wellness Complex BC-21 (Audio Visual)

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope] in the amount of \$44,301.70 for the Health and Wellness Complex BC-21 (Audio Visual) project.

FISCAL IMPACT

The amount from Change Order No. 1 will be \$44,301.70, increasing the contract amount to \$710,214.70. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On February 7, 2018, the Board awarded a contract to Audio Associates of San Diego of Chula Vista, California for the Health and Wellness Complex BC-21 (Audio Visual) project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is \$44,301.70. The original contract amount approved by the Board was \$665,913. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the owner added scope of installing nine (9) 82" monitors along the south wall of the Conference Center to provide better flexibility of the space for future usage. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	January 16, 2019	\$44,301.70	6.65%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 1 to Contract No. 17P009-21 – Audio Associates of San Diego
Contract No. 17P009-21 – Audio Associates of San Diego



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Audio Associates of San Diego
1497 Jayken Way
Chula Vista, Ca 91911

Date: November 13, 2018

Prime Change Order No: 001

Contract No: 17P009-BC#21

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Conference Center

Description: Added T.V. Monitors at the Conference Center

Reason: (9) 82" monitors were added at the South wall of the Conference Center to better enhance the space for future use per request of the Owner.

Benefit: Provides better flexibility of the space in the future.

Request By: Owner

CO Type: Owner Change

Change Amount: \$44,301.70

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order

\$44,301.70

Total Additional Work Days

0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount: \$665,913.00

Net Change by previous Change Order(s): \$0.00

Net Change by previous Contract Adjustment(s): \$0.00

Net Sum prior to this Change Order: \$665,913.00

Amount of Change Order No. 001 \$44,301.70

New Contract Sum: \$710,214.70

Percentage of Change to Contract: 6.65 %

Project: Cerritos | Health & Wellness Complex
To: Audio Associates of San Diego

Prime Change Order No: 001
Contract No: 16-013-BC21-AAS

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

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

Requested By:



Signature & Date

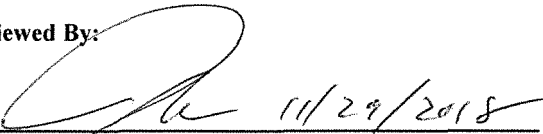
Audio Associates of San Diego
Rachel Brackens
1497 Jayken Way
Chula Vista, Ca 91911

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:



Signature & Date

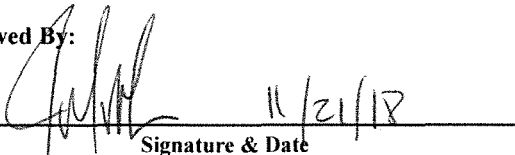
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

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

Reviewed By:



Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By: KEVIN JONES



Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:



Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex /BID NO.: 17P009

DATE OF CONTRACT: February 9, 2018 / CONTRACT NO.: 17P009-21

BID CATEGORY: 21 - Audio Visual

DOLLAR VALUE: \$665,913.00

LIQUIDATED DAMAGES: \$2,500 per day

CONTRACTOR: Audio Associates of San Diego

TERM: 662 Calendar days

TIME FOR COMPLETION: _____

Audio Associates of San Diego

Address: 1497 Jayken Way, Chula Vista, CA 91911

Phone: 619-461-9445

Fax: 619-461-9469

AGREEMENT FORM

This Agreement is made and entered into this **9th day of February, 2018**, by and between the **Cerritos Community College District** ("District") and **Audio Associates of San Diego** ("Contractor") ("Agreement").

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

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

PROJECT: **17P009, Health and Wellness Complex, BC-21**

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SIX HUNDRED SIXTY-TWO (662)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

8. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

9. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

10. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

11. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-7 Contractor's license(s) issued by the State of California,

Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

Six Hundred Sixty-five Thousand Nine Hundred and Thirteen and 00/100 Dollars

(\$ 665,913.00),

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

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

CONTRACTOR

AUDIO ASSOCIATES OF SAN DIEGO

By: _____

Title: President _____

Print Name: Pete Spencer _____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President Business Services _____

Print Name: Felipe R. Lopez _____

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Award Independent Contractor Services Agreement with Sally Swanson Architects, Inc. for the District's ADA Self Evaluation and Transition Plan Services

ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into an Independent Contractor Services Agreement ("Agreement") with Sally Swanson Architects, Inc. of Burbank, California for the purpose of providing consulting services for the ADA Self Evaluation and Transition Plan for Cerritos College pursuant to Request for Proposal (RFP) No. 18C0107, ADA Self Evaluation and Transition Plan Services.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$195,000; funding for this agreement will be allocated from the Measure G funds.

REPORT SUMMARY

On October 23, 2018, Cerritos College released Request for Proposals (RFP) No. 18C0107, ADA Self Evaluation and Transition Plan Services. The purpose of the RFP was to seek proposals to provide consulting services to assist the College with creating an ADA self evaluation report and transition plan for implementation.

The firm selected will enter into a contract with the College through the College's standard Independent Contractor Services Agreement ("Agreement"). The Agreement contains the general terms and conditions under which the contractor will perform ADA Self Evaluation and Transition Plan services to the College. The term of the agreement will be from January 1, 2019 through December 31, 2019.

The company selected to provide consulting services for Cerritos College's ADA Self Evaluation and Transition Plan services will be required to include site and program accessibility compliance audits which provides the base criteria for identifying, prioritizing, and budgeting for the implementation of future projects thereby assisting the College in its effort to comply with accessibility requirements as required by ADA and the State of California Access Codes. These services shall include, but may not be limited to: site inspection, research and analysis, strategy development and negotiations.

Two firms submitted proposals by the submittal deadline date on November 15, 2018. Upon further consideration and review, the evaluation committee determined Sally Swanson Architects, Inc. ("SSA") to be

the most qualified to provide the aforementioned services and also provides the best value to the College. Upon completion of Cerritos College's due diligence review, the college finds that contracting with the above-referenced company to provide ADA Self Evaluation and Transition Plan consulting services is in the best interest of Cerritos College.

Cerritos College is recommending that the Board of Trustees award and authorize the college to negotiate and enter into an agreement with Sally Swanson Architects, Inc. to provide ADA Self Evaluation and Transition Plan consulting services.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Exhibit A: Electronic Equipment and Miscellaneous Material

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

BOARD MEETING DATE: JANUARY 16, 2019

Qty.	Description	CC #s			Serial #s		
51 Each	HP Compaq Elite	44484 44349 44617 42244 44579 44895 44759 43817 44656 37645 44663 44768 44677 43697 44055 44320 44928	44541 37643 42245 43537 44570 39272 44129 44602 44687 44329 43830 44065 44591 37636 42290 44908 44898	37641 44514 42239 44580 44657 42728 37638 44637 44774 44044 44501 44674 44316 44088 44752 44563 44063	MXL24602HW MXL23312X7 MXL2520M22 MXL0150W30 MXL308007L MXL3171C9F 2UA3221D26 MXL2022552 MXL2480MPA MXL2431TJQ MXL2480MNH 2UA3221DRG MXL2480MNV MXL14123HN MXL22429JY MXL2361R1J MXL3171C9G	MXL31619S8 MXL2431TJN MXL0150W2W MXL1381RMP MXL24602J3 2UA7720QRK MXL2410XNQ MXL2520M24 MXL2480MNX MXL2361R0R MXL202256N MXL2290LNC MXL3031LXJ MXL2431TJG MXL0200CGW MXL3171CBK MXL3171CB6	MXL2431TJM MXL31619RJ MXL0150W2T MXL3082007K MXL2480MNO 2UA0340FCC MXL2431TJL MXL2520MIL 2UA331DRQ MXL22429JX MXL31619RR MXL3480MNM MXL2410XNN MXL2290LNZ 2UA3221DRS MXL3080067 MXL2290LNB
8 Each	HP Laptop	39651 42140 39695	39700 39711 39690	42138 42132	CNF8114PDQ CNU8310SLZ CNU82910P3	CNU82910R0 CNU82910QO CNU82910QD	CNU8310SMY CNU83140SNG
1 Each	EPSON	45849			SY7F420376L		
1 Each	HP Color LaserJet 3500	40821			CNBRK14943		
18 Each	Mac Desktop	35135 37602 37702 43657 40795 FED 01044	43264 43016 43665 44426 41119 FED 01077	37603 43284 432811 35184 37700 FED 01049	QP114206DAS D25JJ03JDHJR YM0150G8DMV D25HR17KDHJR QP41809QQB4 D25J50HYDHJW	D25FX1HCDHJW D25JH0F1DJR D25J60DPDKLH D25JH15GDHJW W851937MSDY D25HQ05YDHJV	D25JJ03KDJR D25FW260DHJW D25FW25CDHJW QP114283DAS YM0150FWDMMV D25J50HWDHJW
29 Each	HP Compaq Elite	42080 42216 44531 44784 44299 42742 44581 44562 44585 44903	40314 44633 44375 44536 43815 44922 44588 44512 44509 44547	42155 44623 44769 44683 42744 44773 44812 44909 44789	2UA8290QHT MXL9480H5Q MXL31619RW 2UL3221DRX MXL2410XNR MXL0511JTH MXL308006Z MXL308006L MXL308006X MXL3171CBJ	MXL23315MM MXL2520M27 MXL228ZQT MXL31619R5 MXL202563 MXL3171CB7 MXL30800611 MXL31619RS MXL31619RT MXL31307H3	2UA9030C6Q MXL2520M2Q 2UA3221DRY MXL2480MNS MXL0511JVQ 2UA3221DRM MXL3171C9Y MXL3171C9W 2UA3221DSK
1 Each	Skillsaw	N/A			08715		
1 Each	Astroflux200	35402			N/A		

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

BOARD MEETING DATE: JANUARY 16, 2019

Qty.	Description	CC #s			Serial #s		
36 Each	HP all in One	37555 37553 37550 37542 37535 37563 37545 37572 37544 37536 37554 37539	37558 37556 37547 37560 37557 37559 37570 37568 37561 37567 37543 37569	37546 37537 37540 37552 37549 37551 37556 37548 37564 37562 37541 37538	GTA1201211100181 GTA1201301501520 GTA1201301502149 GTA1201301501674 GTA1201301501723 GTA1201301501511 GTA1201301502203 GTA1201301501673 GTA1201301502352 GTA1201301502076 GTA1201301501743 GTA1201301501728	GTA1201301501516 GTA1201301502349 GTA1201301501510 GTA1201301501732 GTA1201301501738 GTA1201301502066 GTA1201301502208 GTA1201301501517 GTA1201301502291 GTA1201301502201 GTA1201301501742 GTA1201301501721	GTA1201301501515 GTA1201301501680 GTA1201301501734 N/A GTA1201301501727 GTA1201301502139 GTA1201301502119 GTA1201301502285 GTA1201301501518 GTA1201301501509 GTA1201301501541 GTA1201301501724
1 Each	Amco Brake Lathe	36381			0006609154		

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Alhambra Unified School District on behalf of Mark Keppel High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Alhambra Unified School District on behalf of Mark Keppel 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

**ALHAMBRA UNIFIED SCHOOL DISTRICT ON BEHALF OF MARK KEPPEL 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 Alhambra Unified School District on behalf of Mark Keppel High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from January 17, 2019 through January 31, 2020.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0158 – Alhambra Unified School District on behalf of Mark Keppel High School – Sub-Contractor Agreement



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

Contract No. 18C0158

This Sub-Contractor Agreement ("Agreement") is made and entered on **January 17, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Alhambra Unified School District on behalf of Mark Keppel High School**, (herein after referred to as "MKHS" or "Sub-Contractor"), a high school with its principal place of business at 501 East Hellman Avenue, Alhambra, CA 91801, 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 **January 17, 2019**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

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

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

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

Fax: (562) 467-5020

**ALHAMBRA UNIFIED SCHOOL DISTRICT ON
BEHALF OF MARK KEPPEL 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:

**ALHAMBRA UNIFIED SCHOOL DISTRICT ON
BEHALF OF MARK KEPPEL 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Agreement with the Community College Foundation for Resource Family Approval Training Services

ACTION

It is recommended that the Board of Trustees ratify the agreement with The Community College Foundation for Resource Family Approval Training Services.

FISCAL IMPACT

Cerritos College will receive a not-to-exceed amount of \$37,500; funding for this contract is provided by monies received from The Community College Foundation for the Resource Family Approval (RFA) Training Services program.

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

THE COMMUNITY COLLEGE FOUNDATION

RESOURCE FAMILY APPROVAL TRAINING SERVICES

Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education and Diversity Programs

Purpose: The District wishes to enter into an agreement with The Community College Foundation to offer training for prospective Resource Parent (foster and/or adoptive). This is a firm-fixed contract for the completion of up to eight (8) 12-hour Pre-Approval trainings, six (6) 8-hour Pre-Placement training, and five (5) First Aid/CPR trainings. No general funds would be used for this agreement; Cerritos College will receive a not-to-exceed amount of \$37,500 from The Community College Foundation.

Period: The time period of the agreement is from January 1, 2019 through December 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Contract No. 18C0159 – The Community College Foundation



*Serving Education
& Community*

THE COMMUNITY COLLEGE FOUNDATION SUBCONTRACTOR AGREEMENT (CONTRACT)

This Agreement is entered into between The Community College Foundation (TCCF) and Subcontractor named below for the Resource Family Approval (RFA) Training Services.

College Name Cerritos College (Subcontractor)

College District Cerritos Community College District

Term of Agreement January 1, 2019 through December 31, 2019

Number of 12 Hr Series: <u>8</u>	Maximum Agreement Sum: <u>\$24,000</u>	Agreement Number: <u>117-110</u>
Number of 8 Hr Series: <u>6</u>	Maximum Agreement Sum: <u>\$12,000</u>	
Number of FA/CPR Series: <u>5</u>	Maximum Agreement Sum: <u>\$1,500</u>	Maximum Contract Sum <u>\$37,500</u>

The parties agree to comply with the terms and conditions of the following Sections and Exhibits which are by this reference made a part of this Agreement:

Part I: Unique Terms & Conditions (Sections 1 through 11)

Part II: Standard Terms & Conditions (Sections 1 through 30)

Exhibit A: Statement of Work

Exhibit B: Attachments

Exhibit C: Insurance Documents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

**CERRITOS COLLEGE
(SUBCONTRACTOR)**

**THE COMMUNITY COLLEGE
FOUNDATION**

Authorized Signature

Printed Name and Title

Date

Address

City, State, Zip

Telephone Number

Tax Identification Number

Authorized Signature

Nanette Fowler , CEO

Printed Name and Title

Date

1901 Royal Oaks Drive, Suite 100

Address

Sacramento, CA 95815

City, State, Zip

916-418-5111

Telephone Number

68-0016439

Tax Identification Number

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PART I: UNIQUE TERMS & CONDITIONS

1.0 PARTIES TO THE AGREEMENT

- 1.1 The parties to this Agreement are The Community College Foundation, hereinafter referred to as “TCCF” and Cerritos College, hereinafter referred to SUBCONTRACTOR.

2.0 CORRELATION DISCLAIMER

- 2.1 The Department of Children and Family Services (DCFS) has awarded TCCF to provide Resource Family Approval (RFA) Training Services in the East, North, South and West Region of Los Angeles County. As a result, your organization has been selected by TCCF to subcontract portions of its contract with DCFS.
- 2.2 This Agreement is a subcontract under the terms of a prime contract with TCCF and the COUNTY. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles.

3.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 3.1 This Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 3.2 Exhibits A, B, and C as set forth below are attached to and incorporated by reference in this Agreement.
- 3.3 RFA deliverables are incorporated by reference into this Agreement as described in Exhibit A: Statement of Work, Section 6.
- 3.4 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work

Exhibit B - Attachments

Exhibit C – Insurance Documents

- 3.5 SUBCONTRACTOR and TCCF agree that the following terms, as used in this Agreement, shall have the following meanings:

A. “COUNTY” ” means Los Angeles County.

- B. “Day(s)” means calendar day(s) unless otherwise specified;
- C. “DCFS” means Los Angeles County’s Department of Children and Family Services.
- D. “Contract Year” means term of agreement as stated in Part I: Unique Terms and Conditions, Section 4.0, Term.
- E. “Program Director” means TCCF representative responsible for daily management of Agreement (contract) operation, communication with DCFS, and overseeing monitoring activities.
- F. “Program Manager” means TCCF representative daily for daily management of records and communication.
- G. "Project" means the work to be performed by SUBCONTRACTOR as defined in Exhibit A, Statement of Work.
- H. "Subcontract" means an Agreement (contract) by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- I. “Completed Series” means either a 12 hour, 8 hour or First Aid/CPR series with a minimum of twenty (20) to a maximum of thirty (30) enrolled students, on the first day, unless authorization to continue the class with less students is received from DCFS.

4.0 TERM

- 4.1 The term of this Agreement shall commence on January 1, 2019 and shall expire on December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided herein.

5.0 SUBCONTRACTOR’S WORK

- 5.1 Pursuant to the provisions of this Agreement, SUBCONTRACTOR shall provide TCCF with training for prospective Resource (foster and/or adoptive) Parents using the RFA curriculum as defined herein and as more fully set forth in Exhibit A: Statement of Work, Section 1. SUBCONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 5.2 If SUBCONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of SUBCONTRACTOR, and the SUBCONTRACTOR shall have no claim whatsoever against TCCF.

6.0 CONTRACT SUM

- 6.1 TCCF and SUBCONTRACTOR agree that this is a firm-fixed price contract for the completion of **up to eight (8) 12 hour Pre-Approval, six (6) 8 Pre-Placement and five (5) First Aid/ CPR training series**. During the term of this Agreement, TCCF shall compensate SUBCONTRACTOR for the services set forth in Exhibit A, Statement of Work in accordance with Part I: Unique Terms and Conditions, Section 8.0, Payments and Invoices.
- 6.2 The maximum amount payable under this Agreement is **Thirty-seven thousand and five hundred dollars (\$37,500)** hereinafter referred to as “Maximum Contract Sum”.

7.0 INSURANCE REQUIREMENTS

7.1 General Insurance Requirements

Without limiting SUBCONTRACTOR’s indemnification of TCCF and the COUNTY during the term of this Agreement, SUBCONTRACTOR shall provide TCCF and maintain insurance specified below. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by TCCF and COUNTY, and such coverage shall be provided and maintained at SUBCONTRACTOR’s own expense.

- 7.1.1 Evidence of Coverage and Notice to COUNTY: Certificate of insurance or other evidence of coverage satisfactory to COUNTY shall be delivered to TCCF’s Director of Business Relations at the address below prior to commencing services under this Agreement and will become Exhibit C, Insurance Documents.

The Community College Foundation
 Attention: Ingrid Jimenez, Director of Administration
 1901 Royal Oaks Drive, Suite 100
 Sacramento, CA 95815
 Or by email to ijimenez@communitycollege.org

Such certificates or other evidence shall:

- 7.1.2 Clearly identify all coverages required in this Agreement.
- 7.1.3 Specifically reference this Agreement number.

- 7.1.4 The Certificate of Insurance's Certificate Holder box needs to have the following address:

County of Los Angeles
 Department of Children and Family Services
 Contracts Administration
 Attention: Contract Manager
 425 Shatto Place, Room 400
 Los Angeles, CA 90020

- 7.1.5 The Certificate of Insurance's Description of Operations box needs to have the following language: "As respects to the subcontract between The Community College Foundation and College Name for the RFA Agreement #. A ten (10) day notice provision is included."
- 7.1.6 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 7.1.7 Include copies of the additional insured endorsement to the commercial General Liability policy, naming, "The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and The Community College Foundation" as insureds for all activities arising from this Agreement.
- 7.1.8 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require SUBCONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 7.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 7.3 Failure to Maintain Coverage: Failure by SUBCONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to TCCF, shall constitute a material breach of the Agreement upon which TCCF may immediately terminate or suspend this Agreement. TCCF, at its sole option, may obtain damages from SUBCONTRACTOR resulting from said breach. Alternatively, TCCF may purchase such required insurance coverage, and without

further notice to SUBCONTRACTOR, TCCF may deduct from sums due to SUBCONTRACTOR any premium costs advanced by TCCF for such insurance.

7.4 Notification of Incidents, Claims or Suits: SUBCONTRACTOR shall report to TCCF:

7.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against SUBCONTRACTOR, TCCF and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

7.4.2 Any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Agreement.

7.4.3 Any injury to a SUBCONTRACTOR employee, which occurs on TCCF and/or COUNTY property. This report shall be submitted on a TCCF “Non-Employee Injury Report” to TCCF’s Program Director.

7.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of TCCF and/or COUNTY property, monies or securities entrusted to SUBCONTRACTOR under the terms of this Agreement.

7.5 Compensation for TCCF Costs: In the event that SUBCONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to TCCF, SUBCONTRACTOR shall pay full compensation for all costs incurred by TCCF.

7.6 Insurance Coverage Requirements:

7.6.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and TCCF as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.6.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of SUBCONTRACTOR’s use of autos pursuant to this

Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 7.6.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident.
- 7.6.4 Professional Liability: Insurance covering SUBCONTRACTOR's liability arising from or related to this Agreement, with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate. Further, SUBCONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.0 INVOICES AND PAYMENTS

- 8.1 SUBCONTRACTOR shall only be paid for each completed RFA training series provided. No compensation is available if a series does not get started and or completed.
- 8.2 A completed RFA series consists of either a 12 hour Pre-Approval, 8 hour Pre-Placement or First Aid/ CPR training series and all required deliverables being submitted as stated in Exhibit A, Statement of Work, and will be reimbursed at a rate of \$3,000 per 12 hour Pre-Approval, \$2,000 per 8 hour Pre-Placement or \$300 per First Aid/ CPR completed series.
- 8.3 SUBCONTRACTOR shall submit each invoice to TCCF in arrears at the rate of compensation specified in Part I: Unique Terms and Conditions, Section 8.2, Invoices and Payments, and in the format prescribed by the TCCF within thirty (30) days of completion of each training series. SUBCONTRACTOR shall be paid only for the work performed as specified in the Agreement and any amendments thereto. All deliverables should accompany each invoice. Any invoice received whose complete set of deliverables is not attached, will be held for thirty (30) days from the last day of the series pending the completion of those deliverables. If after those thirty (30) days all deliverables have not been received, payment for that specific training series will be forfeited.
- 8.4 Any invoice received after 60 DAYS of class completion will forfeit payment.
- 8.5 TCCF will provide the necessary invoices for SUBCONTRACTOR to use when billing TCCF. Any copies, faxes or electronic versions of these invoices will not be recognized by TCCF as legitimate documents and therefore will not be accepted for payment. These original invoices will be sent to

SUBCONTRACTOR under separate cover once the signed Agreement has been received by TCCF.

- 8.6 Expenditures made by SUBCONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122, R 5/10/2004, incorporated by reference. The Circular may be accessed online via the Internet at http://www.whitehouse.gov/omb/circulars_default
- 8.7 SUBCONTRACTOR shall submit original invoices for payment to TCCF's Los Angeles Office at the following address for review and approval:

The Community College Foundation
Attention: Gomanna Choi, Program Manager
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA 90010

- 8.8 Payment to SUBCONTRACTOR will be made in arrears for each RFA training series completed, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. TCCF shall attempt to authorize payment within thirty (30) days following receipt of the invoice in Sacramento, provided that the invoice has been reviewed and approved by the Program Director or designee and all deliverables are completed accurately and have been submitted in a timely manner. TCCF has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 8.9 In compliance with Internal Revenue Service (IRS) requirements, SUBCONTRACTOR shall provide their Tax Identification number as it is necessary for processing payment.
- 8.10 SUBCONTRACTOR is responsible for the accuracy of invoices submitted to TCCF. Further, it is the responsibility of SUBCONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by SUBCONTRACTOR and to notify TCCF of any overpayments received by SUBCONTRACTOR. Any overpayment received by SUBCONTRACTOR, as determined by Program Director, or designee, shall be returned to TCCF by SUBCONTRACTOR within thirty (30) days of receiving notification of such overpayment from TCCF, or may be set off at TCCF's election against future payments due SUBCONTRACTOR.
- 8.11 SUBCONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and SUBCONTRACTOR agrees that TCCF has no obligation, whatsoever, to pay for any expenditures by SUBCONTRACTOR that exceed the Maximum Contract Sum.

- 8.12 SUBCONTRACTOR shall have no claim against TCCF for payment of any money or reimbursement, of any kind whatsoever, for any service provided by SUBCONTRACTOR after the expiration or other termination of this Agreement.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 9.1 For the safety and welfare of the children to be served under this Agreement, SUBCONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent subcontractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Agreement and shall maintain such records in the file of each such person.
- 9.2 SUBCONTRACTOR shall immediately notify TCCF of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent subcontractor, volunteer staff or Agreementor who may come in contact with children while providing services under this Agreement when such information becomes known to SUBCONTRACTOR.
- 9.3 SUBCONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.

273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

10.0 CONFIDENTIALITY

- 10.1 SUBCONTRACTOR shall maintain the confidentiality of all records including, but not limited to, TCCF records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. SUBCONTRACTOR shall inform all of its officers, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of SUBCONTRACTOR who have access to confidential records and data must sign and adhere to the “Employee Acknowledgment and Confidentiality Agreement” attachment found in Exhibit B of this Agreement. SUBCONTRACTOR shall notify TCCF of any attempt to obtain confidential records through the legal process.
- 10.2 SUBCONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

11.0 SUBCONTRACTOR’S STAFF IDENTIFICATION

- 11.1 CONTRACTOR will provide all staff providing services under this Agreement with a photo identification badge.

PART II: STANDARD TERMS & CONDITIONS

1.0 AGREEMENT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 1.1 The Program Manager shall be responsible for the enforcement of this Agreement on behalf of TCCF and shall be assisted therein by those Directors and employees of TCCF having duties in connection with the administration thereof. The Program Manager hereby reserves the right to assign such personnel as are needed in order to inspect and review SUBCONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 1.2 SUBCONTRACTOR hereby agrees to cooperate with the Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of SUBCONTRACTOR's program, records and procedures at any reasonable time.
- 1.3 TCCF or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all Agreement terms and performance standards. SUBCONTRACTOR deficiencies which TCCF determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to TCCF. The report will include improvement/corrective action measures taken by TCCF and SUBCONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, TCCF may terminate this Agreement or impose other penalties as specified in this Agreement.
- 1.4 At the request of TCCF, SUBCONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by TCCF.

2.0 AMERICANS WITH DISABILITIES ACT (ADA)

- 2.1 The SUBCONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the SUBCONTRACTOR's or TCCF's program.

3.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 3.1 SUBCONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of TCCF. Any attempted assignment and/or delegation without said consent shall constitute a default under Part II: Standard Terms and Conditions, Section 13.0, Events of Default, herein and shall be voidable at the election of TCCF. If SUBCONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring TCCF's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of SUBCONTRACTOR to any person(s) or legal entity other than the majority in control of SUBCONTRACTOR at the time of execution of this Agreement. Any payments by TCCF to SUBCONTRACTOR or its assignee, or acceptance of any payments by TCCF from SUBCONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such TCCF consent.
- 3.2 Upon assignment and/or delegation, each and all of the provisions, Agreements, terms, covenants and conditions herein contained, to be performed by SUBCONTRACTOR, shall be binding upon both SUBCONTRACTOR and upon any assignee/delegate thereof.
- 3.3 TCCF's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original SUBCONTRACTOR. TCCF may require, as a condition to its consent to assignment, that the assignee enter into an Agreement utilizing then current standard TCCF documentation for this or similar Agreements.
- 3.4 Any payments by TCCF to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which SUBCONTRACTOR may have against TCCF and shall be subject to set-off, recoupment, or other reduction for any claims which SUBCONTRACTOR may have against TCCF, whether under this Agreement or otherwise.

4.0 AUTHORIZATION WARRANTY

- 4.1 SUBCONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate SUBCONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

5.0 CHANGES AND AMENDMENTS

- 5.1 TCCF reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:
 - 5.1.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared by TCCF, and signed by SUBCONTRACTOR and TCCF.
 - 5.1.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared by TCCF, signed by SUBCONTRACTOR, for consideration and, if approved, execution.
- 5.2 For purposes of Part II: Standard Terms and Conditions, Sections 5.1.1 and 5.1.2, Changes and Amendments, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for SUBCONTRACTOR, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Part I: Unique Terms and Conditions, Section 6.0 Contract Sum.
- 5.3 Notwithstanding the provisions of Part II: Standard Terms and Conditions, Sections 5.1.1 and 5.1.2, Changes and Amendments, TCCF's President may, without further action by TCCF's Board Members, prepare and sign amendments to this Agreement which increase or decrease payments to SUBCONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Agreement.

6.0 CHILD ABUSE PREVENTION REPORTING

- 6.1 SUBCONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, SUBCONTRACTOR will immediately notify TCCF and the Child Abuse Hotline whenever SUBCONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. SUBCONTRACTOR will remain with the child if imminent risk is present.

6.2 SUBCONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

6.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

6.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

6.2.3 The assurance that all employees of SUBCONTRACTOR and independent subcontractors understand that the safety of the child is always the first priority.

7.0 CLIENT GRIEVANCES

7.1 SUBCONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the RFA Program Manager, SUBCONTRACTOR shall submit such procedures to TCCF within five (5) calendar days from the date of the request.

8.0 COMPLIANCE WITH APPLICABLE LAWS

8.1 SUBCONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.2 SUBCONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, SUBCONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding.

Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

- 8.3 For an Agreement over \$10,000, SUBCONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.4 Failure by SUBCONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.
- 8.5 Each party hereby agrees to defend, indemnify and hold harmless the other Party from any loss, damage or liability resulting from a violation on the part of either party, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Part II: Standard Terms and Conditions, Section 8.1, Compliance with Applicable Laws.

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 9.1 SUBCONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. SUBCONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

10.0 COVENANT AGAINST CONTINGENT FEES

- 10.1 SUBCONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.
- 10.2 For breach or violation of this covenant, TCCF shall have the right to terminate this Agreement and/or, at its sole discretion, require SUBCONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

11.0 DISPUTE RESOLUTION PROCEDURE

- 11.1 SUBCONTRACTOR and TCCF agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Part II: Standard Terms and Conditions, Section 11.0, Dispute Resolution Procedure.
- 11.2 SUBCONTRACTOR and TCCF agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which TCCF determines should be delayed as a result of such dispute. TCCF shall continue to pay sums not in dispute, during any such period of continued performance.
- 11.3 In the event of any dispute between the parties with respect to this Agreement/Project, SUBCONTRACTOR and TCCF shall submit the matter to their respective Project/Program Managers for the purpose of endeavoring to resolve such dispute.
- 11.4 In the event that SUBCONTRACTOR and TCCF's Program Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to SUBCONTRACTOR's Authority and to TCCF's President for further consideration and discussion to attempt to resolve the dispute.
- 11.5 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Part II: Standard Terms and Conditions, Section 11.0, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

12.0 EMPLOYEE BENEFITS AND TAXES

- 12.1 SUBCONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 12.2 TCCF shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with, or resulting from this Agreement or SUBCONTRACTOR's performance hereunder.

13.0 EVENTS OF DEFAULT

13.1 Default for Non-Performance.

TCCF may terminate the whole or any part of this Agreement if either of the following circumstances exists:

13.1.1 SUBCONTRACTOR has made a misrepresentation of any required element in this Agreement; or

13.1.2 SUBCONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

13.2 Default for Insolvency.

TCCF may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

13.2.1 Insolvency of SUBCONTRACTOR.

SUBCONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

13.2.2 The filing of a voluntary petition in bankruptcy;

13.2.3 The appointment of a Receiver or Trustee for SUBCONTRACTOR;

13.2.4 The execution by SUBCONTRACTOR of an assignment for the benefit of creditors

13.3 Other Events of Default.

Determination by TCCF, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by SUBCONTRACTOR in violation of State and/or Federal laws thereon.

14.0 INDEMNIFICATION

14.1 SUBCONTRACTOR shall indemnify, defend and hold harmless TCCF, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected

with SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

15.0 INDEPENDENT SUBCONTRACTOR STATUS

- 15.1 This Agreement is by and between TCCF and SUBCONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between TCCF and SUBCONTRACTOR. SUBCONTRACTOR understands and agrees that all persons furnishing services to TCCF pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of SUBCONTRACTOR and not of TCCF. SUBCONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to TCCF provided pursuant to this Agreement.

16.0 INTERPRETATION OF AGREEMENT

- 16.1 Validity.

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

- 16.2 Governing Laws, Jurisdiction and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. SUBCONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

- 16.3 Waiver.

Any waiver by TCCF of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of TCCF to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping TCCF from enforcing the full provisions thereof.

17.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 17.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti- discrimination laws and regulations.
- 17.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Equal Employment Opportunity (EEO) Certification.
- 17.3 SUBCONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 17.4 SUBCONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 17.5 SUBCONTRACTOR shall provide access for TCCF's representatives to inspect SUBCONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by TCCF.
- 17.6 If TCCF finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which TCCF may determine to terminate this Agreement. TCCF reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by TCCF that SUBCONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 17.7 The parties agree that in the event SUBCONTRACTOR violates the non-discrimination provisions of this Agreement, TCCF shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

18.0 NOTICE OF DELAYS

- 18.1 Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) working day, give written notice thereof, including all relevant information with respect thereto, to the other party.

19.0 NOTICES

- 19.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to TCCF shall be sent addressed to the following:

The Community College Foundation
Attention: Mina Mata, Director of Adult Programs
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA 90010

All notices to SUBCONTRACTOR shall be sent to the following:

Cerritos College
Attention: Graciela Vasquez, Program Director
11110 E. Alondra Boulevard
Norwalk, CA 90650

or such other person and/or location as may hereinafter be designated in writing by SUBCONTRACTOR.

20.0 PROPRIETARY RIGHTS

- 20.1 TCCF and SUBCONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of TCCF, provided that SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 20.2 Notwithstanding any other provision of this Agreement, TCCF and SUBCONTRACTOR agree that TCCF shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal

Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section.

- 20.3 SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 20.4 Any materials, data and information not developed under this Agreement, which SUBCONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by SUBCONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.
- 20.5 TCCF will use reasonable means to ensure that SUBCONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, TCCF will notify SUBCONTRACTOR of any Public Records request for items described in Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights. TCCF agrees not to reproduce or distribute such materials, data and information to non-TCCF entities without the prior written permission of SUBCONTRACTOR.
- 20.6 Notwithstanding any other provision of this Agreement, TCCF shall not be obligated in any way under Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights for:
 - 20.6.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights;
 - 20.6.2 Any materials, data and information covered under Section 39.2; and
 - 20.6.3 Any disclosure of any materials, data and information which TCCF is required to make under the California Public Records Act or otherwise by law.
- 20.7 SUBCONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, SUBCONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 20.8 SUBCONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in TCCF's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by TCCF, without TCCF's prior written consent.
- 20.9 The provisions of Part II: Standard Terms and Conditions, Sections 20.5, 20.6, and 20.7 Proprietary Rights shall survive the expiration or termination of this Agreement.

21.0 PUBLICITY

- 21.1 The SUBCONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the SUBCONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY nor TCCF shall not inhibit the SUBCONTRACTOR from publishing its role under this Agreement within the following conditions:

The SUBCONTRACTOR shall develop all publicity material in a professional manner; and

- 21.2 During the term of this Agreement, the SUBCONTRACTOR shall not publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the TCCF or the COUNTY without the prior written consent of TCCF's RFA Program Manager. TCCF shall not unreasonably withhold written consent.
- 21.3 The SUBCONTRACTOR may, without the prior written consent of TCCF, indicate in its proposals and sales materials that it has been awarded this Agreement with TCCF, provided that the requirements of this section shall apply.

22.0 RECORDS AND AUDITS

- 22.1 SUBCONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 22.2 SUBCONTRACTOR agrees that TCCF and its authorized representatives, the County of Los Angeles and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall

have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Agreement, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by SUBCONTRACTOR at a location in Los Angeles County and shall be made available to TCCF, County, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter, or for a period of three (3) years from the date of the submission of the final invoice, whichever date is later unless TCCF's written permission is given to dispose of any such material prior to such time. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at TCCF's sole option, SUBCONTRACTOR shall pay TCCF for travel per diem and other costs incurred by TCCF in exercising its rights under this Section. SUBCONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 22.3 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal, State or County Auditor, or by any auditor employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with TCCF's Chief Financial Officer within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal, State or County law or under this Agreement. TCCF shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 22.4 SUBCONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by TCCF, or DCFS and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, SUBCONTRACTOR shall forward copies of such reports to TCCF.
- 22.5 SUBCONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, County's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of SUBCONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, agreements, space and equipment lease agreements, and other relevant accounting books, records,

worksheets and logs as appropriate for ensuring SUBCONTRACTOR's accountability of expenditures and program performance under this Agreement. SUBCONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

- 22.6 All uses of funds paid to SUBCONTRACTOR and other financial transactions related to SUBCONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, SUBCONTRACTOR shall pay to TCCF the full amount of SUBCONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 22.7 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which TCCF may withhold reimbursement or terminate this Agreement.
- 22.8 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of TCCF conduct an audit of SUBCONTRACTOR regarding the services provided to TCCF hereunder and if such audit finds that TCCF's dollar liability for such services is less than payments made by TCCF to SUBCONTRACTOR, then SUBCONTRACTOR agrees that the difference, at TCCF's discretion, shall be either: (1) repaid forthwith by SUBCONTRACTOR to TCCF by cash payment; or (2) at TCCF's option, credited against future payments hereunder to SUBCONTRACTOR. If such audit finds that TCCF's dollar liability for services provided hereunder is more than payments made by TCCF to SUBCONTRACTOR, then the difference shall be paid to SUBCONTRACTOR by TCCF provided that in no event shall TCCF's maximum obligation for this Agreement exceed the Maximum Contract Sum.

23.0 RECYCLED BOND PAPER

- 23.1 Consistent with COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, SUBCONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

24.0 SAFELY SURRENDERED BABY LAW

- 24.1 SUBCONTRACTOR shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

- 24.2 SUBCONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrender Baby Law. SUBCONTRACTOR understands that it is TCCF's policy to encourage all SUBCONTRACTORS to voluntarily post COUNTY's "Safely Surrender Baby Law" poster in a prominent position in the SUBCONTRACTOR's place of business.

25.0 SHRED DOCUMENT

- 25.1 SUBCONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Agreement must be shredded and not put in trash containers when SUBCONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 25.2 Documents for record and retention purposes in accordance with Part II: Standard Terms and Conditions, Section 22.0 Records and Audits of this Agreement are to be maintained for a period of five (5) years.

26.0 SUBCONTRACTING

- 26.1 No performance of this Agreement or any portion thereof may be subcontracted by SUBCONTRACTOR without the express written authority of TCCF. Any attempt by SUBCONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. SUBCONTRACTOR shall submit each subcontract to TCCF for written approval prior to subcontractor performing any work hereunder.
- 26.2 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 26.3 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement.
- 26.4 SUBCONTRACTOR shall contact TCCF to obtain a list of required information necessary before any subcontractor employee may perform any work under any subcontract to this Agreement.

- 26.5 SUBCONTRACTOR shall indemnify and hold TCCF harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that SUBCONTRACTOR indemnifies TCCF from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 26.6 No subcontract shall alter in any way any legal responsibility of SUBCONTRACTOR to TCCF. SUBCONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 26.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 26.8 SUBCONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. TCCF shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

27.0 SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT

- 27.1 A responsible SUBCONTRACTOR is a SUBCONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract duties. It is TCCF's policy to conduct business only with responsible SUBCONTRACTORS.
- 27.2 The SUBCONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if TCCF acquires information concerning the performance of the SUBCONTRACTOR on this or other Agreements which indicates that the SUBCONTRACTOR is not responsible, TCCF may, in addition to other remedies provided in this Agreement, debar the SUBCONTRACTOR from being awarded, and/or performing work on TCCF contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the SUBCONTRACTOR may have with TCCF.
- 27.3 TCCF may debar the SUBCONTRACTOR if TCCF finds, in its discretion, that the SUBCONTRACTOR has done any of the following: (1) violated any term of a contract with TCCF or a nonprofit corporation created by TCCF, (2) committed an act or omission which negatively reflects on the SUBCONTRACTOR's quality, fitness or capacity to perform a contract with TCCF, any other public entity, or a nonprofit corporation created by TCCF, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against TCCF or any other public entity.

- 27.4 If there is evidence that the SUBCONTRACTOR may be subject to debarment, TCCF will notify the SUBCONTRACTOR in writing of the evidence which is the basis for the proposed debarment.
- 27.5 The SUBCONTRACTOR will be given the opportunity to object to the proposed debarment and allowed to submit evidence for consideration to TCCF. After reviewing the evidence, TCCF shall prepare a proposed decision which shall contain a recommendation regarding whether the SUBCONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.
- 27.6 These terms shall also apply to subcontractors of SUBCONTRACTOR.

28.0 TERMINATION FOR CONVENIENCE

- 28.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by TCCF to be in its best interest. Termination of services hereunder shall be effected by delivery to SUBCONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 28.2 After receipt of a notice of termination and except as otherwise directed by TCCF, SUBCONTRACTOR shall:
 - 28.2.1 Stop services under this Agreement on the effective date of termination.
 - 28.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.
- 28.3 After receipt of a notice of termination, SUBCONTRACTOR shall submit to TCCF in the form and with the certification as may be prescribed by TCCF, its termination claim and invoice. Such claim and invoice shall be submitted promptly. TCCF will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of SUBCONTRACTOR to submit its termination claim and invoice within the time allowed, TCCF may determine, on the basis of information available to TCCF, the amount, if any, due to SUBCONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, TCCF shall pay SUBCONTRACTOR the amount so determined as full and complete satisfaction of all amounts due SUBCONTRACTOR under this Agreement for any terminated services.

- 28.4 Subject to the provisions of Par II: Standard Terms and Conditions, Section 28.3 Termination for Convenience, TCCF and SUBCONTRACTOR shall make a good faith attempt to agree upon an amount due to SUBCONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due SUBCONTRACTOR is not agreed upon, TCCF shall determine the amount due SUBCONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which SUBCONTRACTOR or its Agreementor(s) has satisfactorily provided. TCCF shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

29.0 TERMINATION FOR IMPROPER CONSIDERATION

- 29.1 TCCF may, by written notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to TCCF's Director of Adult Programs, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to SUBCONTRACTOR's performance pursuant to the Agreement. In the event of such termination, TCCF shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default by SUBCONTRACTOR.
- 29.2 SUBCONTRACTOR shall immediately report any attempt by a TCCF employee to solicit such improper consideration. The report shall be made either to TCCF manager charged with the supervision of the employee or to TCCF Director of Adult Programs at (213) 640-3083 or email to mmata@communitycollege.org.
- 29.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

30.0 TERMINATION FOR SUBCONTRACTOR'S DEFAULT

- 30.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II: Standard Terms and Agreement, Section 13.0, Events of Default, may be subject to termination either immediately or within such longer time period as noticed by TCCF.

- 30.2 In the event TCCF terminates this Agreement in whole or in part as provided in this Agreement, TCCF may procure, upon such terms and in such manner, as TCCF may deem appropriate, services similar to those previously provided by SUBCONTRACTOR. Any excess cost, as determined by TCCF, arising from procurement of services under this Part II: Standard Terms and Conditions, Section 30.2 Termination for Subcontractor's Default over and above the Maximum Contract Sum, shall be charged against SUBCONTRACTOR and/or its sureties.
- 30.3 The remedies reserved to TCCF herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 30.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that SUBCONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

EXHIBIT A: STATEMENT OF WORK

1.0 INTRODUCTION

- 1.1 The SUBCONTRACTOR shall implement Resource Family Approval (RFA) Training Program in accordance with plans outlined in this Agreement submitted to SUBCONTRACTOR by TCCF.
- 1.2 SUBCONTRACTOR agrees to present the RFA curriculum according to the formats provided by TCCF.
- 1.3 SUBCONTRACTOR will provide TCCF with the contact information in writing of all staff working to deliver this program upon request of the Program Director and/or other designees. This may include administrators, and other staff personnel assigned to RFA.
- 1.4 The RFA training series consists of a twelve (12) hour Pre-Approval training, an eight (8) hour Pre-Placement training and an 8 hour First Aid & CPR.

2.0 DEFINITIONS

- 2.1 **Resource Parent** is defined as potential parents who are able to provide foster care and help birth families reunite, but if the child cannot safely return to his family, Resource Parents can provide a permanent adoptive home for a child.
- 2.2 **Concurrent planning** is defined as the development of two permanency goals at the same time: reunification of the family and permanency planning services. In concurrent planning, reunification services are provided to the birth family, but at the same time an alternative permanency plan of adoption is made for the child should reunification fail. Under concurrent planning, if it is assessed that the birth parent's progress on reunification does not appear promising, the alternative permanent plan of adoption is activated. This expedites permanency and results in fewer, more stable placements for children.
- 2.3 **Participants** are defined as potential Resource Parents, who have completed an informational orientation given by the County, and have enrolled in and have attended the first session of the RFA training series.
- 2.4 **Enrolled** students are potential Resource Parents who have contacted TCCF and enrolled in a RFA training series.
- 2.5 **Graduates** successfully complete an RFA series. Certificates of RFA Completion are issued only to those who successfully complete all sessions of the series.

3.0 ENROLLMENT

- 3.1 TCCF will enroll, for RFA training, only potential Resource Parents who have attended an informational orientation. TCCF will email the enrollment list to SUBCONTRACTOR no later than 5 business days prior to the class start date. SUBCONTRACTOR will conduct the reminder phone call to the enrollees no later than 2 days prior to the class start date. Within 24 hours of the class start date, SUBCONTRACTOR will submit in writing to TCCF the names of those who canceled.
- 3.2 Class size. Enrollment needs to be at a maximum of thirty (30) participants to allow for starting with a minimum of twenty (25) participants per session. Exceptions to the number of participants shall require approval. TCCF must also be notified if the number of participants falls below or is above the required standard.
- 3.3 SUBCONTRACTOR must have ability/capacity to facilitate a “consumer friendly” environment as required by TCCF and DCFS. Seating arrangement made up of rectangular tables in a U-shape, proper ventilation/temperature, pleasant room colors, cleanliness, room for minimum of 25 and maximum of 30 participants, and space for food in the classroom. Facility must have accessible restrooms. Free parking must be provided for the entirety of a series.
- 3.4 Refreshments required
 - 12 hour training: 2 day
 - Provide continental breakfast and light lunch on the first day. Potluck on the second day, college provides paper goods. Participants provide everything else.
 - 4 evenings or mornings
 - Provide continental breakfast or light dinner on the first day depending if it is am or pm class). Potluck on the following days, college provides paper goods. Participants provide everything else.
 - 8 hour training: 1 day
 - Provide continental breakfast and ask participants to bring their lunch.
 - 2 evenings or mornings

Provide continental breakfast or light dinner on the first day depending if it's am or pm class. Potluck on the second day, college provides paper goods.

CPR training

Room needs to be at least 450-500 sq. ft. TCCF will cover instructor's payment. Refreshments will be provided by trainer.

4.0 RFA TRAINING MATERIALS

- 4.1 TCCF shall provide all training materials and participant handouts for the RFA series.

5.0 RFA RECRUITMENT AND REFERRALS

- 5.1 As requested, SUBCONTRACTOR shall maximize enrollment size by participating in COUNTY recruitment efforts including providing copies and/or originals of all notices distributed, i.e., calendar information, web links, etc. and other outreach materials to:

The Community College Foundation
RFA Program/CO Mina Mata
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA90010

- 5.2 SUBCONTRACTOR shall provide outreach material for COUNTY recruitment events by providing brochures and fliers or other information regarding training schedules. SUBCONTRACTOR may participate at the request of TCCF in a minimum of four (4) recruitment events per year.
- 5.3 SUBCONTRACTOR can recruit potential Resource Parents independently of DCFS. A log in sheet must be submitted by the 5th day of the following months indicating recruitment. That individual must be referred to DCFS Recruitment Line at 1-888-811-1121 in order to be scheduled to attend an orientation. The orientation must be completed prior to enrolling in the series.
- 5.4 SUBCONTRACTOR shall maintain regular contact (i.e. telephone, mail, meetings, e-mail, etc.), with the Program Manager to discuss any issues pertaining to the program. Respond to phone calls/messages and emails from TCCF and DCFS within 48 hours unless on vacation or ill. Please use out of office response.
- 5.5 Any concerns or correspondence related to the performance of any member of the training team that is reported to the SUBCONTRACTOR or his/her designee, shall be reported to TCCF no later than the start of the trainer's next session.

6.0 RFA SUBCONTRACTOR DELIVERABLES

- 6.1 SUBCONTRACTOR shall complete required forms verifying deliverables with an original invoice to TCCF Manager or designee. Sample forms of the RFA deliverables will be provided through electronic mail, and include but are not limited to:

Original Deliverables due after end date:

- ◆ **Invoice**
- ◆ **Form 1 (Enrolled/Attended Form)**
- ◆ **Form 2 (Classroom Roles and Responsibilities)**
- ◆ **Form 3 (Pre-Meet Agenda)**
- ◆ **Form 4 (Phone Surveys for Enrolled-Not Attended) (TCCF completes)**
- ◆ **Form 5 (Evaluation)**
- ◆ **Form 6 (Tallies of Trainer Evaluations)**
- ◆ **Form 7 (Post-Meet Form)**
- ◆ **Form 8 (Prospective RP Evaluation Form)**
- ◆ **Phone Surveys for Attended-Not Completed (TCCF completes)**

7.0 TRAINING POOL SELECTION CRITERIA

- 7.1 SUBCONTRACTOR shall select qualified trainers from TCCF's approved training pool. SUBCONTRACTOR will hire new trainers when possible.
- 7.2 SUBCONTRACTOR will promote, encourage, and support training development of the training pool. Such activities include but are not limited to: TCCF offered facilitator's development workshops and trainings.
- 7.3 Each RFA training series will be conducted by a team of two - consisting of a Resource Parent, and an Instructor with a BA or above in sociology, child development, psychology or related field per contract. SUBCONTRACTOR shall arrange and fund the Resource Parent and college level instructor.
- 7.4 TCCF reserves the right to request termination of a RFA trainer/facilitator if the COUNTY and/or TCCF determine the performance of the RFA trainer to be unacceptable.

8.0 RFA SERIES

- 8.1 SUBCONTRACTOR shall have the flexibility to schedule and conduct RFA training sessions at off-site facilities at the request of, or with the knowledge and written approval of TCCF Manager. The location must have free parking. If there

is a fee the SUBCONTRACTOR shall pay it. SUBCONTRACTOR must have access to open the site one hour prior to start time. Set up must be completed half an hour before start time.

- 8.2 SUBCONTRACTOR will complete each RFA training series within the recommended two (2) week time frame from the start of the first session of the training series. A recommended schedule would be twice a week for two (2) weeks or once a week on Fridays, Saturdays or Sundays. Any exceptions to the schedule must be pre-approved by TCCF Manager and DCFS.
- 8.3 SUBCONTRACTOR shall submit a training schedule calendar, which reflects the training dates, times and locations for the full fiscal year at the commencement of the contract term. Any changes must be in writing and e-mailed to TCCF. A reconciliation of series conducted and review of the remaining schedule shall take place after six months.
- 8.4 SUBCONTRACTOR shall coordinate the dates, times and locations with each RFA Training Team and TCCF. The training schedule calendar start dates, days of the week and times of day for each of the training sessions shall be staggered to prevent gaps or overlapping series.
- 8.5 SUBCONTRACTOR shall schedule a Resource Parent Trainer and a youth speaker for the panel. The youth shall receive a \$25 stipend if not an employee.

9.0 PRE- AND POST MEETINGS

- 9.1 SUBCONTRACTOR's Training Team shall meet at least once or more for a preparation meeting no less than seven (7) days before the start of the RFA Session. This must be scheduled at least 2 weeks prior to start date of series. SUBCONTRACTOR Program Director should attend the preparation meeting as well. If SUBCONTRACTOR is unable to pre-meet seven (7) days prior to the start date, SUBCONTRACTOR must immediately notify TCCF.
- 9.2 The RFA Training Team shall meet within five (5) working days after the last class session for a post meeting. During this meeting, the Post Meeting Form will be filled out, evaluations will be reviewed, and discussions will take place regarding the strengths and challenges of the class and of the trainers.

10.0 LANGUAGE DIVERSITY FOR RFA TRAINING

- 10.1 TCCF is required to provide a minimum of twenty-five percent (25%) of the RFA training series in Spanish. SUBCONTRACTOR shall reflect the language of each RFA training series in the fiscal year schedule calendar. This requirement may

only be waived with the written or verbal approval of TCCF's Program Manager or designee.

11.0 COURSE MEASURE OF EFFECTIVENESS

- 11.1 TCCF retains full authority to monitor performance under this agreement.
- 11.2 SUBCONTRACTOR shall administer evaluations, questionnaires or other surveys to RFA participants to measure course effectiveness and measure the increase in knowledge regarding the RFA curriculum.
- 11.3 TCCF shall collect the survey instruments from the RFA participants and submit them to the COUNTY Program Manager. The findings shall be shared with the SUBCONTRACTOR to make program improvements. Such improvements shall be within the scope of work.
- 11.4 TCCF Manager or designee may make unannounced site visits to determine adherence to the RFA curriculum and appropriateness of trainers, query participants by mail or telephone for progress reports, or request written reports on specific RFA issues at least once per series.
- 11.5 Random site visits may be conducted by the COUNTY Program Manager or designee at any time. Time and site are determined at the discretion of COUNTY Program Manager.

EXHIBIT B: ATTACHMENTS

Attachment A	Equal Employment Opportunity (EEO) Certification
Attachment B	Contractor's (Subcontractor's) Employee Acknowledgement & Confidentiality Agreement

ATTACHMENT A**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

ATTACHMENT B**Contractor's (Subcontractor's) Employee Acknowledgement
& Confidentiality Agreement****GENERAL**

This acknowledgment is to emphasize that it is necessary to protect the confidentiality of information obtained at the Department of Children and Family Services (DCFS). I understand that THE COMMUNITY COLLEGE FOUNDATION (FOUNDATION) has entered into a contract with the County of Los Angeles (COUNTY) to provide various services to the COUNTY. As an employee of _____, (college name) a contractor of FOUNDATION, I must sign this Confidentiality Agreement as a condition of my work to be provided by FOUNDATION for the COUNTY.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ (college name) is my employer for the purpose of this agreement. I rely upon _____ (college name) for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I understand and agree that I am not an employee of FOUNDATION or the COUNTY of Los Angeles for any purposes and that I do not have any and will not acquire any rights or benefits from FOUNDATION or the COUNTY of Los Angeles pursuant to any agreement between my employer, FOUNDATION and the COUNTY of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____ (college name) involved with work pertaining to COUNTY services, I may have access to confidential data pertaining to clients of the DCFS. All clients of DCFS are assured that information they give is confidential. Names, addresses, and all other information concerning the circumstances of any individual for whom or about whom information is obtained, are confidential. This is true of all information, whether written or oral. I understand that I may not discuss any situation(s) that could possibly identify an individual, nor shall names, addresses, or any other identifying information of applicants, clients, foster parents, or birth parents ever be discussed. I will not read narratives, letters, documents, or other information except as necessary in performance of my duties. In the event that I find that I am assigned to work with a family or client known to me, it is my responsibility to ask that the particular case or client be reassigned. I hereby agree that I will not divulge to any unauthorized person any information obtained while performing work pursuant to the contract between FOUNDATION and the COUNTY. I agree to refer all requests for the release of information received by me to my immediate supervisor. I agree to report any and all violations to the above by any other person and/or myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violations to the COUNTY DCFS. I agree to return all materials to my immediate supervisor upon termination of my employment with _____ (college name). I acknowledge that violation of this Agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Name: _____ Date: _____ (Signature)

Name: _____ Job Title: _____
(Printed)

EXHIBIT C: INSURANCE DOCUMENTS

ATTACHMENT A**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Cerritos Community College District
Contractor Name

11110 Alondra Blvd. Norwalk, CA 90650
Address

95-6005521
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

Dr. Valyncia C. Raphael, Director, Diversity, Compliance
Authorized Official's Printed Name and Title and Title IX Coordinator

[Signature]
Authorized Official's Signature

12/10/2018
Date

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for Additional Services on the Social Science Elevator Project

ACTION

It is recommended that the Board of Trustees ratify the second amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Social Science Elevator project.

FISCAL IMPACT

The total contract sum shall be increased \$9,463.66 for a new not-to-exceed amount of \$133,049.03; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

REPORT SUMMARY

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

AMENDMENT NO. 2 TO PROJECT ASSIGNMENT AGREEMENT NO. 10 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE SOCIAL SCIENCE ELEVATOR PROJECT THE VINEWOOD COMPANY, LLC

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

Purpose: On January 28, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with The Vinewood Company, LLC for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On July 19, 2017, Cerritos College entered into Project Assignment Agreement No. 10 to obtain the necessary inspection services for the completion of the Social Science Elevator project which included, but was not limited to, providing daily inspection and reports as a Class 1 Inspector for the Social Science Elevator project.

On November 14, 2018, Cerritos College entered into Amendment No. 1 to Project Assignment Agreement No. 10 to allow for additional inspection services pertaining to overtime inspection needs. This amendment also provides for an extension of the agreement through December 31, 2018.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 10 a second time to allow for additional inspection services for the duration of the project. This amendment also provides for an extension of the agreement through February 28, 2019.

Period: The amended time period will be from July 1, 2018 through February 28, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 2 to Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC

Amendment No. 1 to Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC

Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC

Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC



AMENDMENT NO. 2
TO
PROJECT ASSIGNMENT AGREEMENT NO.10
UNDER
CONTRACT NO. 13P035
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE VINEWOOD COMPANY LLC
DATED
JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **July 1, 2018** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company LLC** (“INSPECTOR”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **July 19, 2017** entitled “**Project Assignment Agreement No. 10** to Master Inspector Services Agreement, Contract No. 13P035 (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Stadium ADA** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

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

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

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

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **July 19, 2017** represents the new PROJECT ASSIGNMENT AGREEMENT; and

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

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

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

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

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

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **Nine Thousand Four Hundred Sixty-Three and 66/100 Dollars (\$9,463.66)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT

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

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Dated: _____, 20____

The Vinewood Company LLC

By: _____

Print Name: Howard Mason

Print Title: Principal in Charge

Dated: _____, 20____

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: Vice President Business Services

DRAFT

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from John Beckton, The Vinewood Company LLC to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 2, 2018 regarding Inspection Services Proposed Social Science Elevator Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.

2. Cost of Professional Services
 - a. Original Amount of PAA No. 10 \$114,313.20
 - b. Previous Amendment \$ 9,272.17
 - c. This Amendment Increase \$ 9,463.66
 - d. Total \$133,049.03

3. Schedule
 - a. July 1, 2018 – February 28, 2019



Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO.10

UNDER

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY LLC

DATED

JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **July 1, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company LLC** ("INSPECTOR"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **July 19, 2017** entitled "**Project Assignment Agreement No. 10** to Master Inspector Services Agreement, Contract No. 13P035 (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Stadium ADA** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

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

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

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

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **July 19, 2017** represents the new PROJECT ASSIGNMENT AGREEMENT; and

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

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

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

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

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

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **Nine Thousand Two Hundred Seventy-Two and 17/100 Dollars (\$9,272.17)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT

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

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Dated: Nov 15, 2018

The Vinewood Company LLC

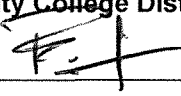
By: 

Print Name: Howard Mason

Print Title: Principal in Charge

Dated: Nov 29, 2018

Cerritos Community College District

By: 

Print Name: Felipe R. Lopez

Print Title: Vice President Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from John Beckton, The Vinewood Company LLC to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 8, 2018 regarding Inspection Services Proposed Social Science Elevator Project (1 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Cost of Professional Services
 - a. Original Amount of PAA No. 10 \$114,313.20
 - b. This Amendment Increase \$ 9,272.17
 - c. Total \$123,585.37
3. Schedule
 - a. July 1, 2018 – December 31, 2018



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 19, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Social Science Elevator** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in black ink, appearing to be "J. M.", located in the bottom right corner of the page.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Social Science Elevator

2. Basic Services.

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

3. Additional Basic Services, Consultants and Deliverables. Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. Inspector Compensation.

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Fourteen Thousand Three Hundred Thirteen and 20/100 (\$114,313.20)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. Approval Required. This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.



Dated: Aug 2, 2017

Cerritos Community College District

By:



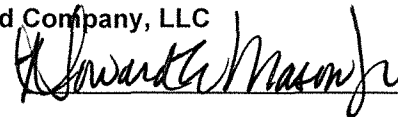
Print Name: Felipe R. Lopez

Print Title: Vice President of Business Services

Dated: 7/25, 2017

The Vinewood Company, LLC

By:



Print Name: Howard Mason

Print Title: Principal In Charge

Information regarding Inspector:

License No.:

260373328

Address: 1854 Vinewood Street

Employer Identification and/or
Social Security Number

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: _____

☒ Limited Liability Company

☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT “2”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 23, 2017 regarding Certified DSA Inspection Services Proposed Social Science Elevator Project (2 pages), attached hereto by this reference as “ATTACHMENT 2”.
2. Task 1 –
 - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
 - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
3. Includes Prevailing Wages as required by law for all field labor/work.
4. Cost of Professional Services
 - a. Services \$ 99,403.20
 - b. Overtime & Contingency Allowance \$ 14,910.00
 - c. Total \$ 114,313.20
5. Schedule
 - a. August 14, 2017 – June 30, 2018
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFICATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 1	\$72.50	\$2.00 (7/15) \$2.85 (8/16) \$2.30 (7/17)	\$79.65	Prevailing wage increase (July 2017).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for Additional Services on the Social Science Elevator Project

ACTION

It is recommended that the Board of Trustees ratify the second amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for additional services on the Social Science Elevator Project.

FISCAL IMPACT

The total contract sum shall be increased \$16,516.78 for a new not-to-exceed amount of \$90,919.89; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

REPORT SUMMARY

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

**AMENDMENT NO. 2 TO PROJECT ASSIGNMENT AGREEMENT NO. 12 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE SOCIAL SCIENCE ELEVATOR PROJECT
KOURY ENGINEERING & TESTING, INC.**

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

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On March 7, 2018, Cerritos College entered into Project Assignment Agreement No. 12 to obtain the necessary inspection and materials testing for the Social Science Elevator project which included, but was not limited to, review of plans, reports and project specifications, construction observation including material testing, soil testing, and site visits.

On November 14, 2018, Cerritos College entered into Amendment No. 1 to Project Assignment Agreement No. 12 to allow for additional testing and inspection services pertaining to overtime inspection needs. This amendment also provides for an extension of the agreement through December 31, 2018.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 10 a second time to allow for additional inspection services for the duration of the project. This amendment also provides for an extension of the agreement through February 28, 2019.

Period: The amended time period will be from November 2, 2017 through February 28, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 2 to Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Amendment No. 1 to Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.



AMENDMENT NO. 2
TO
PROJECT ASSIGNMENT AGREEMENT NO. 12
UNDER
CONTRACT NO. 14P011
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTNG, INC.
DATED
NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **August 4, 2018** by and between the **Cerritos Community College District** (“DISTRICT”) and **Koury Engineering & Testing, Inc.** (“CONSULTANT”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **March 8, 2018** entitled “**Project Assignment Agreement No. 12** to Master Independent Consultant Agreement, **Contract No. 14P011** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Social Science Elevator** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

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

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 13, 2014** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

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

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **March 8, 2018**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

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

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

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

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

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Sixteen Thousand Five Hundred Sixteen and 78/100 Dollars (\$16,516.78)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and

ATTACHMENT “2”. The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

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

Exhibit “A” to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment “2”

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Dated: _____, 20__



By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: _____, 20__

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP Business Services

DRAFT

EXHIBIT “A”

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 22, 2018 regarding Material Testing & Inspection Services for the Social Science Elevator Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT “1”.
2. Cost of Professional Services
 - a. Original Amount of PAA No. 12 \$ 59,052.66
 - b. Previous Amendment \$ 15,350.55
 - c. This Amendment Increase \$ 16,516.78
 - d. Total \$ 90,919.89
3. Schedule
 - a. August 4, 2018 – February 28, 2019



Cerritos College

AMENDMENT NO. 1
TO
PROJECT ASSIGNMENT AGREEMENT NO. 12
UNDER
CONTRACT NO. 14P011
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED
NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **August 4, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **March 8, 2018** entitled "**Project Assignment Agreement No. 12** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Social Science Elevator Project** (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional testing & inspection services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 13, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

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

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **March 8, 2018**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

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

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

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

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

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Fifteen Thousand Three Hundred Fifty and 55/100 Dollars (\$15,350.55)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and

ATTACHMENT “2”. The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

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

Exhibit “A” to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment “2”

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Dated: NOV 20, 2018

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: NOV 29, 2018

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 29, 2018 regarding Material Testing & Inspection Services for the Social Science Elevator Project (1 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Cost of Professional Services
 - a. Original Amount of PAA No. 12 \$ 59,052.66
 - b. This Amendment Increase \$ 15,350.55
 - c. Total \$ 74,403.21
3. Schedule
 - a. August 4, 2018 – December 31, 2018



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this 8th day of **March, 2018**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Inspection & Material Testing, Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

A. Social Science Elevator

2. **Basic Services.** The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A"**.

4. **Term.** Consultant shall commence providing Services under this PAA on **November 2, 2017** and will diligently perform as required and complete performance by **August 3, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.
5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed PAA
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "A" – Consultant's Master Schedule of Fees
<u> X </u>	Signed Master Agreement (<i>if not previously provided</i>)
<u> X </u>	Workers' Compensation Certification (<i>if not previously provided</i>)
<u> X </u>	Insurance Certificates and Endorsements (<i>if not previously provided</i>)
<u> X </u>	W-9 Form (<i>if not previously provided</i>)
<u> </u>	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifty-Nine Thousand Fifty-Two and 56/100 Dollars (\$59,052.56)**. District shall pay Consultant according to the following terms and conditions:

A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 1) Construction Inspection and Material Testing, Social Science Elevator

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

A. None

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

A. None

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

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: April 5, 20 18

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP of Business Services

Dated: 3/23, 20 18

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-4794326

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.



Cerritos College

EXHIBIT "A" DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 7, 2017 Social Science Elevator Project (14 pages), attached hereto by this reference as ATTACHMENT "1".
2. Task 1 – Construction Observation and Testing
 - a. Geotechnical Monitoring
 - b. Material Inspection
 - c. Laboratory Materials Testing
3. Task 2 – Project Coordination
4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
5. Includes Prevailing Wages, as required by law, for all field labor/work.
6. Cost of Professional Services

a. Geotechnical Inspection Fees	\$12,542.56
b. Material Inspection Fees	\$34,303.20
c. Laboratory Fees	\$ 7,526.80
d. Project Coordination	<u>\$ 4,680.00</u>
e. Total	\$ 59,052.56
7. Schedule
 - a. November 2, 2017 – August 3, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2018

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending December 31, 2018.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending December 31, 2018:

- 7,447 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$21,514,489.05; and
- 2,735 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$12,549,197.74.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 34

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 #19-0116A to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30

ACTION

It is recommended that the Board of Trustees approve Resolution #19-0116 authorizing the use of an estimated \$14,955,078 of Education Protection Account proceeds resulting from the passage of Proposition 30 to partially fund instructional salaries and benefits.

FISCAL IMPACT

The estimated revenue is projected at \$14,955,078 for Cerritos College and funds will be utilized for faculty salaries and benefits.

REPORT SUMMARY

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

In 2016, California voters extended the Prop 30 income tax increases until year 2030.

Revenue for EPA funds are unrestricted and the Act specifically prohibits the expenditures of EPA funds for administrative salaries and benefits or any other administrative costs.

Districts have sole authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually publish on its Internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Exhibit B-4b: Education Protection Act (EPA) Payment Schedule

California Community Colleges
Education Protection Act (EPA) Payments by County and Districts
Fiscal Year 2018-2019, Second Quarter

Exhibit B-4b
12/4/2018

County	District	Certified Apportionment 2018-2019 Advance	Total Paid thru September 2018	December 2018	Year to Date	Available
Alameda	Chabot-Las Positas	\$ 15,726,739	\$ 3,931,685	\$ 3,931,685	\$ 7,863,370	\$ 7,863,369
Alameda	Ohlone	6,196,454	1,549,114	1,549,113	3,098,227	3,098,227
Alameda	Peralta	16,570,371	4,142,593	4,142,593	8,285,186	8,285,185
Alameda Total		38,493,564	9,623,392	9,623,391	19,246,783	19,246,781
Butte	Butte	9,326,272	2,331,568	2,331,568	4,663,136	4,663,136
Butte Total		9,326,272	2,331,568	2,331,568	4,663,136	4,663,136
Contra Costa	Contra Costa	25,960,943	6,490,236	6,490,236	12,980,472	12,980,471
Contra Costa Total		25,960,943	6,490,236	6,490,236	12,980,472	12,980,471
El Dorado	Lake Tahoe	1,578,924	394,731	394,731	789,462	789,462
El Dorado Total		1,578,924	394,731	394,731	789,462	789,462
Fresno	State Center	26,358,328	6,589,582	6,589,582	13,179,164	13,179,164
Fresno	West Hills	4,968,645	1,242,161	1,242,161	2,484,322	2,484,323
Fresno Total		31,326,973	7,831,743	7,831,743	15,663,486	15,663,487
Humboldt	Redwoods	3,056,745	764,186	764,187	1,528,373	1,528,372
Humboldt Total		3,056,745	764,186	764,187	1,528,373	1,528,372
Imperial	Imperial	6,202,227	1,550,557	1,550,557	3,101,114	3,101,113
Imperial Total		6,202,227	1,550,557	1,550,557	3,101,114	3,101,113
Kern	Kern	19,622,437	4,905,609	4,905,610	9,811,219	9,811,218
Kern	West Kern	2,385,681	596,420	596,420	1,192,840	1,192,841
Kern Total		22,008,118	5,502,029	5,502,030	11,004,059	11,004,059
Lassen	Lassen	1,309,725	327,431	327,432	654,863	654,862
Lassen Total		1,309,725	327,431	327,432	654,863	654,862
Los Angeles	Antelope Valley	9,546,057	2,386,514	2,386,515	4,773,029	4,773,028
Los Angeles	Cerritos	14,955,078	3,738,770	3,738,769	7,477,539	7,477,539
Los Angeles	Citrus	10,660,632	2,665,158	2,665,158	5,330,316	5,330,316
Los Angeles	Compton	5,473,764	1,368,441	1,368,441	2,736,882	2,736,882
Los Angeles	El Camino	17,605,441	4,401,360	4,401,361	8,802,721	8,802,720
Los Angeles	Glendale	12,624,953	3,156,238	3,156,239	6,312,477	6,312,476
Los Angeles	Long Beach	16,876,183	4,219,046	4,219,046	8,438,092	8,438,091
Los Angeles	Los Angeles	92,113,727	23,028,426	23,028,436	46,056,862	46,056,865
Los Angeles	Mt. San Antonio	28,370,202	7,092,551	7,092,549	14,185,100	14,185,102
Los Angeles	Pasadena	21,669,812	5,417,453	5,417,453	10,834,906	10,834,906
Los Angeles	Rio Hondo	11,007,681	2,751,920	2,751,921	5,503,841	5,503,840
Los Angeles	Santa Clarita	14,854,797	3,713,699	3,713,700	7,427,399	7,427,398
Los Angeles	Santa Monica	16,961,703	4,240,426	4,240,425	8,480,851	8,480,852
Los Angeles Total		272,720,030	68,180,002	68,180,013	136,360,015	136,360,015
Marin	Marin	356,696	89,174	89,174	178,348	178,348
Marin Total		356,696	89,174	89,174	178,348	178,348
Mendocino	Mendocino-Lake	2,272,229	568,057	568,058	1,136,115	1,136,114
Mendocino Total		2,272,229	568,057	568,058	1,136,115	1,136,114
Merced	Merced	8,582,623	2,145,656	2,145,656	4,291,312	4,291,311
Merced Total		8,582,623	2,145,656	2,145,656	4,291,312	4,291,311
Monterey	Hartnell	6,634,933	1,658,733	1,658,734	3,317,467	3,317,466
Monterey	Monterey Peninsula	5,691,797	1,422,949	1,422,950	2,845,899	2,845,898
Monterey Total		12,326,730	3,081,682	3,081,684	6,163,366	6,163,364

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: January 16, 2019
Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Restricted General Fund, Capital Outlay Projects Fund, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund, and Insurance-Property and Liability Fund ending balances.

REPORT SUMMARY

Pages 1 and 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds. These transfers are self-balancing and have no effect on their ending balances.

Page 3 thru 5 reflect revenue adjustments for Hunger Free Campus Support; Financial Aid Technology; Physical Plant and Instructional Support; Extended Opportunity Program Services; Cooperation Agency Resource Education; and Full Time Student Success Grant carryover, per the Chancellor's Office Allocations. These revenue adjustments have no effect on the Restricted General Fund, Capital Outlay Projects Fund, and Student Financial Aid Fund ending balances. Expenditures will be adjusted correspondingly.

Pages 6 reflects a revenue adjustment for Part-Time Faculty Compensation, per the Chancellor's Office Allocation. This adjustment will decrease the Unrestricted General Fund ending balance.

Page 7 reflects an expenditure budget increase for anticipated claims against the district. This adjustment will decrease the Insurance - Property and Liability Fund ending balance.

Page 8 reflects an expenditure budget increase to allow for additional contracts to be encumbered for in the Revenue Bond Construction Fund – Measure G.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Budget Adjustment Details (8 Pages).

BUDGET TRANSFERS FOR JANUARY 16, 2019

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(2,000)
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
INTERFUND TRANSFERS	\$	
CONTINGENCY	\$	

TOTAL

\$ (2,000)

TO

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	2,000
OTHER TRANSFERS OUT	\$	

TOTAL

\$ 2,000

Transfers: To cover the cost of a display cabinet and laserjet printers for the Political Science Department.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Humanities Social Sciences

BUDGET TRANSFERS FOR JANUARY 16, 2019

01.3 FUND - GENERAL FUND - RESTRICTED

FROM

ACADEMIC SALARIES	\$	(48,000)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	(56,036)
EMPLOYEE BENEFITS	\$	(89,843)
SUPPLIES AND MATERIALS	\$	(49,157)
OTHER CONTRACT EXPENSES AND SERVICES	\$	(36,427)
CAPITAL OUTLAY	\$	(41,042)
OTHER TRANSFERS OUT	\$	(5,000)

TOTAL

\$	(325,505)

TO

ACADEMIC SALARIES	\$	55,098
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	70,473
EMPLOYEE BENEFITS	\$	67,349
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	22,104
CAPITAL OUTLAY	\$	49,983
OTHER TRANSFERS OUT	\$	60,498
PAYMENTS TO OR FOR STUDENTS	\$	

TOTAL

\$	325,505

Transfers: Reallocation of funds to cover adult hourlies and advertising for BFAP, part-time faculty salary and benefits for the Workforce Innovation Act Grant, equipment and indirect costs for the Strong Workforce Program - Local Allocation, and realignment of projected salary and benefits for a Director, part-time counselors and full-time classified for EOPS.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Four (4)

Divisions/Departments/Programs:

BFAP; Workfore Innovation Act Grant, Strong Workforce Program, EOPS

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-71160-8627-0000000 \$ 145,015

State - Hunger Free Campus Support

To increase budget for the Hunger Free Campus Support Grant, per the 2018-19 Chancellor's Office allocation. Expenditure budget increased to align with allocation.

00000.0-00000-71180-8627-0000000 \$ 159,259

State - Financial Aid Technology

To increase budget for Financial Aid Technology per the 2018-19 Chancellors' Office one time funding allocation. Expenditure budget increased to align with allocation.

00000.0-00000-71600-8627-0000000 100,000

State - Instructional Support

To set up budget for Instructional Support per the 2018-19 Chancellors' Office funding allocation. Expenditure budget increased to align with allocation

00000.0-00000-71200-8622-0000000 125,589

State - Extended Opportunity Program Services

To increase budget for Extended Opportunity Program Services per the 2018-19 Chancellors' Office funding allocation. Expenditure budget increased to align with allocation.

00000.0-00000-72800-8627-0000000 25,315

State - Cooperative Agency Resources Education

To increase budget for Cooperative Agency Resources Education per the 2018-19 Chancellors' Office funding allocation. Expenditure budget increased to align with allocation.

Total Revenue Budget \$ **555,178**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Five (5)

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

41.0 FUND - CAPITAL OUTLAY PROJECTS FUND

Revenue Budget

00000.0-00000-71016-8627-0000000 \$ 238,407

State - Physical Plant

To increase budget for Physical Plant per 2018-19 Chancellor's Office allocation.

Expenditure budget increased to align with allocation.

Total Revenue Budget \$ 238,407

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

74.0 FUND - STUDENT FINANCIAL AID FUND

Revenue Budget

00000.0-10001-78800-8627-0000000

\$ 149,627

State - Physical Plant

To adjust revenue to include the 2017-18 carryover for the Full Time Student Success Grant, per the Chancellor's Office allocation. Expenditure budget increased to align with allocation.

Total Revenue Budget

\$ 149,627

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-00000-8693-00000000 \$ (22,090)

State - District

To reduced budget for Part-Time Faculty Compensation per the 2018-19 Advance
Apportionment from the Chancellor's Office.

Total Revenue Budget \$ (22,090)

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

61.2 FUND - INSURANCE - PROPERTY AND LIABILITY FUND

Expenditure Budget

00000.0-00000-04100-5410-6720000	\$ <u>80,000</u>
Business Services	
To increase the Insurance-Property and Liability Fund budget for anticipated claims against the district	

Total Expenditure Budget	\$ <u><u>80,000</u></u>

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR JANUARY 16, 2019

42.2 FUND - REVENUE BOND CONSTRUCTION FUND - MEASURE G

Expenditure Budget

00000.0-00000-650XX-XXXX-7100000

\$ 73,578,375

GO Bond Measure G Projects

To reflect budgets expected to be required to allow for additional contracts to be encumbered for the Performing Arts Center, Falcon, Center and Modernization; expenditure budget increased for Liberal Arts Renovation, Campus Wide Projects - Security, Electrical Upgrade, and Utilities Infrastructure to align with projected expenditures

Total Expenditure Budget

\$ 73,578,375

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 36

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

ACTION

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND
RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350**

	<u>Name</u>	<u>Department</u>	<u>Classification</u>	<u>Effective Date</u>
1)	Orton, Vincent	Information Technology	Senior Network Administrator	12/15/2018
2)	McPherson, Michael	Health Education	Associate Professor	1/1/2019

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT:	Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 Academic Year

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Classification	Salary Placement	Name	Effective Date	Status
Administrative Assistant (Student Services)	Confidential Salary Schedule Grade 18, Step 1 (\$5,498.00/month)	Kelly Rios	January 22, 2019	New
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
Graveyard Dispatcher – Campus Police (Campus Police/Categorically Funded)	Classified Salary Schedule Grade 27, Step 1 (\$1,504.02/month, 40% weekends + 5% differential)	Cesiah Gonzalez	January 19, 2019	New
Lock Systems Specialist (Facilities)	Classified Salary Schedule Grade 38, Step 1 (\$4,608.00/month)	Grant Davis	January 22, 2019	New
Senior Technical Support Specialist (2) Positions (IT)	Classified Salary Schedule Grade 48, Step 1 (\$5,821.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision

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>
Acosta, Pauline	IERP	Research Analyst	\$27.40/hr	01/07/19
Aldapa, Desiree Jenny	Success Center	Instructional Aide II	\$13.30/hr (1)	12/13/18
Butner Larragoitiy, Alexandra*	Financial Aid	Instructional Aide II	\$13.30/hr	12/19/18
Casillas, Andrew Ryan*	EPP	Instructional Aide I	\$12.00/hr (1)	12/21/18
Castillo, Maria Carolina	EPP	Student Affairs Technician	\$12.05/hr	12/07/18

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Cervantes, Lesli Ruth*	DSPS	Student Services Assistant II	\$12.34/hr	12/07/18
Chehada, Dina	Success Center	Instructional Aide II	\$13.30/hr (1)	12/13/18
Corpuz, Amir S.*	DSPS	Student Services Assistant II	\$12.34/hr	12/06/18
Correra, Alejandro Espino	SEM/Chemistry	Aides-General Laboratory	\$12.00/hr	12/06/18
Daoud, Mareez George	Success Center	Instructional Aide II	\$13.30/hr (1)	12/13/18
Diaz, Martin F.	Technology	Instructional Aide II	\$13.30/hr (1)	12/07/18
Diaz, Martin F.*	EPP	Instructional Aide I	\$12.00/hr (1)	12/21/18
Daltro, Marcela*	CTE	Continuing Ed Specialist Business Tech.	\$52.47/hr	12/06/18
Dominguez, Oscar*	Financial Aid	Instructional Aide II	\$13.30/hr	12/10/18
Elarcosa, Jose*	CTE	Continuing Ed Specialist Business Tech.	\$52.47/hr	12/21/18
Espinoza, Paola	Campus Police	Cadet I	\$12.00/hr	12/07/18
Fernandez, Emily Elizabeth	Success Center	Instructional Aide II	\$13.30/hr (1)	12/07/18
Garcia Roman, Edgar Jonatan	Campus Police	Cadet I	\$12.00/hr	12/07/18
Gomez, Melissa*	Financial Aid	Clerk	\$12.00/hr	12/13/18
Hammoud, Rawa F.	Health Occupations	Instructional Aide I	\$12.00/hr (1)	12/13/18
Hendricks, Woodrow	IT	Senior Applications Analyst	\$36.92/hr	12/21/18
Islas, Destiny	EPP	Student Affairs Technician	\$12.05/hr	12/07/18
Kwon, Angie Yi*	DSPS	Student Services Assistant II	\$12.34/hr	12/20/18
Legaspi, Brent*	DSPS	Instructional Aide II	\$13.30/hr	12/18/18
Lor, David	Campus police	Cadet I	\$12.00/hr	12/07/18
Malfavon, Allen	SEM	Lab Aide	\$12.00/hr	12/17/18
Mejia, Alfonso	IT	Senior Applications Analyst	\$36.92/hr	12/21/18
Moreno, Martha	Facilities	Custodian	\$12.00/hr	12/17/18
Muela, Marissa*	Financial Aid	Instructional Aide II	\$13.30/hr	11/29/18
Murase, Tadashi*	EPP	Instructional Aide I	\$12.00/hr	12/21/18
Nnoli, Chimdi	Success Center	Instructional Aide II	\$13.30/hr (1)	12/17/18
Nunez, Noberto**	Community Education	Community Education Specialist	\$30.27/hr	12/17/18
Om, Karen**	DSPS	Student Services Assistant II	\$12.34/hr	12/18/18
Ortega, Curtis	Business	Instructional Aide I	\$12.00/hr	12/17/18
Ortiz, Lorena*	Adult Education	Community Education Specialist	\$30.27/hr	12/17/18
Orton, Vincent	IT	Senior Applications Analyst	\$36.92/hr	12/21/18
Oviedo, Andrea*	Adult Education	Community Education Specialist	\$30.27/hr	12/17/18
Pham, Tran	Success Center	Instructional Aide II	\$13.30/hr (1)	12/18/18
Rodusky, Richard*	Financial Aid	Administrative Secretary	\$13.64/hr	12/13/18
Rosas, Prescilla	Campus Police	Cadet I	\$12.00/hr	12/19/18

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Saenz, Yasmine	SEM	Instructional Aide II	\$13.30/hr (1)	12/19/18
Sain, Christopher	Success Center	Instructional Aide II	\$13.30/hr (1)	12/21/18
Salazar, Jennifer*	DSPS	Student Services Assistant II	\$12.34/hr	12/18/18
Salcedo, Evelyn*	DSPS	Interpreter III	\$27.52/hr	12/17/18
Saleh, Mohamed	Success Center	Instructional Aide II	\$13.30/hr (1)	01/03/19
Sholly, William	Facilities	Custodian	\$12.00/hr	12/17/18
Skoug, Dennis*	Adult Education	Community Education Specialist	\$30.27/hr	12/17/18
Sulaimani, Ali*	Financial Aid	Clerk	\$12.00/hr	12/18/18
Taing, Kimleng	SEM	Instructional Aide I	\$12.00/hr	12/17/18
Tanner, Bruce	IT	Senior Applications Analyst	\$36.92/hr	12/21/18
Taylor, Marcia*	DSPS	Program Facilitator	\$14.32/hr	12/17/18
Templeton, Phillip	Adult Education	Community Education Specialist	\$30.27/hr	12/17/18
Torres, Erick Elvis	EPP	Student Affairs Technician	\$12.05/hr	11/26/18
Valles, Kyle	Campus Police	Cadet I	\$12.00/hr	12/21/18
Velazquez, Camerino*	EPP	Instructional Aide I	\$12.00/hr	12/21/18
Villa, Gabrielle Mae	EPP	Vocational Ed & Spec Projects Assistant	\$17.04/hr	12/19/18
Villarama, Venessa	Success Center	Instructional Aide II	\$13.30/hr (1)	12/19/18

* Categorically Funded

** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

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 ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Farina, Michael	RE	Accounting/Finance	6BM	78.56
Gregg, Holly	NH	Sociology	1AM	62.55
Morgan, Vykki	RE	Educational Technology	6BM	78.56
Osaki, Charles	NH	Accounting/Finance	1AB	60.43
Soden, Barbara	RE	Bus. Comp. Office Technologies	6BM	78.56
Taing, Allan	NH	Psychology	1AD	64.74
Ter-Petrosyan, Mariam	NH	Psychology	1AD	64.74

II. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Breit, Craig	RE	Radio/TV	6BM	78.56

III. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Clement, Jeff	NH	Nursing	1AB	60.43
Wedell, Donna	RE	Dental Assisting	6BM	78.56

IV. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Arce, Carlos	RE	Spanish	6BM	78.56
Havice, Sally	RE	English	6BM	78.56
Sparks, Bill	RE	Speech	6BM	78.56

V. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Chalmers, Graham	RE	Mathematics	6BD	81.30
Clarke, Mary	RE	Mathematics	6BM	78.56
Kelly, Darnell	NH	Physics	1AM	62.55
Rajeckas, Algis	NH	Chemistry	1AD	64.74
Shimazu, Cheryl	RE	Chemistry	6BM	78.56

VII. LIBRARY/SUCCESS CENTER

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Villa, Beatriz	RE	Success Center - Language	1AM	62.55

VIII. STUDENT SERVICES - COUNSELING

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
De La Cruz, Gabriela	NH	Counseling	1CM	50.37
Gaucin, Jovany	NH	Counseling	1CM	50.37
Zier, Jennifer	NH	Counseling	1CM	50.37

* 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: **January 16, 2019**

Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval of Changes to the Substitute and/or Short-Term Hourly Salary Schedule

ACTION

It is recommended that the Board of Trustees approve the adjustment of hourly rates to: a) comply with the State Minimum Wage; b) adjust the short-term hourly rate for the Sr. Applications Analyst, Sr. Network Administrator, Campus Police Officer, and Campus Police Dispatcher Clerk job classifications; and c) add an Assistant Coach job classification.

FISCAL IMPACT

The State Minimum Wage changed from \$11.00 to \$12.00/hour effective January 1, 2019. The following changes to the hourly rate for short-term hourly positions are recommended: Sr. Applications Analyst would change from \$19.78 to \$44.50; Sr. Network Administrator would change from \$21.83 to \$47.83; Campus Police Officer would change from \$18.98 to \$29.87; and Campus Police Dispatcher Clerk would change from \$12.00 to \$20.66. In addition, it is recommended to add the short-term hourly (professional expert) job classification of Assistant Coach to the Athletics Recreations schedule. The cost to be borne entirely by the hiring department's annual budget.

REPORT SUMMARY

The employment of these short-term hourly positions are still under the restrictions stipulated by Education Code §88003. The employment of these short-term hourly positions would be as needed but not to exceed 25 in a week and 900 in a budget year; the maximum number of days would be 175 in a budget year.

Proposed IT pay rates: It is recommended to adjust the short-term hourly rates as follows: Sr. Applications Analyst would change from \$19.78 to \$44.50; Sr. Network Administrator would change from \$21.83 to \$47.83. Due to the retirement incentive program offered in 2018, the District lost two Sr. Applications Analysts and one Sr. Network Administrator and there are several projects to be completed. It has been difficult to recruit temporary short-term help with the current hourly rates as they are below job market.

Proposed Campus Police pay rates: It is recommended to adjust the short-term hourly rates as follows: Campus Police Officer would change from \$18.98 to \$29.87; and Campus Police Dispatcher Clerk would change from \$12.00 to \$20.66. The current hourly rates for these positions do not reflect the experience, training/knowledge, and skills and abilities required and are not commensurate with the current job market. The Campus Police department is a 24/7 operation. Temporary short-term hourly help is needed when filling employees' time off due to, for example, vacations, medical and personal leaves.

Proposed addition to the Athletics schedule: It is recommended to add the short-term hourly (professional expert) job classification of Assistant Coach to the Athletics salary schedule. Professional experts are employed on a temporary basis to perform a specific project. Work must be on a discrete and finite project that falls outside the skills and knowledge of positions within the classified service. Professional experts have

an expertise generally outside of the classified. (Ed. Code § 88001) Professional experts are employed for a dollar funding amount and follow the same employment restrictions as short-term hourly employees.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Recommended Short-Term Hourly Salary Schedules

Substitute and/or Short-Term Hourly Salary Schedule for Classified Positions

The following list of substitute and/or short-term hourly rates have been approved for employment of personnel in "classified-type" positions within the District.

Effective 1/1/2019

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6001	7001	Account Technician I	\$ 12.00
6002	7002	Account Technician II	\$ 12.00
6003	7003	Account Technician III	\$ 12.34
6004	7004	Account Technician IV	\$ 13.64
6184	7184	Admissions & Records Assistant	\$ 12.00
6005	7005	Administrative Secretary	\$ 13.64
6008	7008	Adult Education/Emeritus Program Technician	\$ 12.00
---	7009	Aide-General (Clerical)	\$ 12.00
----	7010	Aide-General (Laboratory)	\$ 12.00
----	7011	Aide-General (Traffic Control Officer)	\$ 12.00
----	7012	Aide-Special (Accompanist)	\$ 12.00
----	7013	Aide-Special (Lead Traffic Control Officer)	\$ 12.00
----	7014	Aide-Special (Learning Resource Center)	\$ 12.00
----	7015	Aide-Special (Micro-Technician)	\$ 12.00
----	7016	Aide-Special (Physical Fitness Laboratory)	\$ 12.00
----	7017	Aide-Special (Physics Laboratory)	\$ 12.00
----	7018	Aide-Special (Research and Development Technician)	\$ 12.00
6019	7019	Amnesty Community Outreach Worker	\$ 12.00
6020	7020	Art Gallery Attendant	\$ 12.00
6021	7021	Assessment Clerk	\$ 12.00
6022	7022	Assistant Buyer	\$ 12.00
6023	7023	Assistant Dispensary Clerk	\$ 12.00
6024	7024	Athletic Equipment Manager	\$ 12.00
6025	7025	Athletic Trainer	\$ 12.98
6026	7026	Athletic Trainer/Equipment Manager	\$ 12.98
6028	7028	Automotive Maintenance Technician	\$ 12.35
6029	7029	Banquet Chef	\$ 13.64
6030	7030	Bilingual Title VII Project Aide	\$ 12.00
6031	7031	Bookstore Business Technician	\$ 12.00
6033	7033	Budget Technician	\$ 13.64
6034	7034	Buyer	\$ 13.98
6035	7035	Campus Police Dispatcher Clerk	\$ 20.66
6036	7036	Campus Police Officer	\$ 29.87

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6037	7037	Campus Security Officer	\$ 12.00
6038	7038	Career Center Technician	\$ 12.00
6039	7039	Carpenter	\$ 14.32
6040	7040	Cashier-Cafeteria Worker	\$ 12.00
6041	7041	Cashier-Clerk	\$ 12.00
6205	7206	Certified Medical Assistant	\$ 12.00
6042	7042	Chicano Studies Community Outreach Worker	\$ 12.00
6043	7043	Chief Building Inspector	\$ 19.30
6044	7044	Clerk	\$ 12.00
6045	7045	Community Outreach Worker	\$ 12.00
6046	7046	Communication Services Coordinator/Supervisor (DSPS)	\$ 16.01
6047	7047	Composites Program Specialist	\$ 14.32
6049	7049	Computer Graphics Specialist	\$ 13.64
6053	7053	Cook-Cafeteria	\$ 12.00
6196	7197	Coordinator of Community Relations	\$ 16.42
6197	7198	Coordinator of Media Relations	\$ 16.42
6198	7199	Coordinator of School Relations	\$ 16.42
6054	7054	Cosmetology Clerk	\$ 12.00
6055	7055	Cosmetology Desk Clerk	\$ 12.00
6057	7057	Custodian	\$ 12.00
6059	7059	Delivery Person	\$ 12.00
6060	7060	Designer/Stage Technician	\$ 13.64
6061	7061	Development Assistant	\$ 14.32
6062	7062	Dishwasher-Potwasher	\$ 12.00
6063	7063	Dispensary Clerk	\$ 12.00
6064	7064	Division Clerk	\$ 12.00
6065	7065	Division Secretary Clerk	\$ 12.00
6195	7195	Document Services Assistant	\$ 12.00
6186	7187	Document Services Coordinator	\$ 12.34
6202	7203	Educational Planner	\$ 12.34
6066	7066	Educational Technology Trainer	\$ 19.32
6067	7067	Electrician	\$ 14.32
6068	7068	Electronics Equipment Technician	\$ 14.32
6069	7069	Emeritus Assistant	\$ 12.00
6072	7072	EOPS Compliance Technician	\$ 12.05
6073	7073	EOPS/VEA Assistant	\$ 14.32
6074	7074	EOPS/VEA Outreach Worker II	\$ 12.00
6075	7075	Equipment Mechanic	\$ 14.32

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6076	7076	Facilities Scheduling Coordinator	\$ 12.98
6077	7077	Faculty Senate Clerk	\$ 12.00
6078	7078	Filing Clerk	\$ 12.00
6079	7079	Financial Aid Clerk	\$ 12.00
6080	7080	Financial Aid Specialist	\$ 13.64
6081	7081	Floor Maintenance Custodian	\$ 12.00
6082	7082	Fry Cook	\$ 12.00
6083	7083	Gardener/Groundskeeper	\$ 12.00
6084	7084	Grant Writer	\$ 20.26
6085	7085	Graphic Artist	\$ 13.64
6087	7087	Head Cashier	\$ 12.00
6204	7205	Health Occupations Skills Laboratory Coordinator	\$ 18.29
6088	7088	Heating and Air Conditioning Mechanic	\$ 14.32
6089	7089	Instructional Aide I	\$ 12.00
6090	7090	Instructional Aide II	\$ 13.30
6091	7091	Instructional Media Maintenance Person	\$ 12.98
6092	7092	Instructional Media Production Specialist	\$ 17.04
6200	7201	Instructional Scheduling Coordinator	\$ 12.98
6095	7095	Intermediate Clerk	\$ 12.00
6096	7096	Intermediate Typist Clerk	\$ 12.00
6097	7097	Inventory Control Clerk/Expediter	\$ 12.00
6098	7098	Job Developer	\$ 12.34
6099	7099	Job Placement Technician I	\$ 12.00
6100	7100	Job Placement Technician II	\$ 12.00
6101	7101	Language Laboratory Clerk	\$ 12.00
6102	7102	Lead Custodian	\$ 12.00
6103	7103	Lead Gardener/Groundskeeper	\$ 12.72
6105	7105	Lead Warehouseperson	\$ 12.98
6106	7106	Liberal Arts Project Aide	\$ 12.00
6107	7107	Library Clerk I	\$ 12.00
6108	7108	Library Clerk II	\$ 12.00
6109	7109	Library Technical Clerk	\$ 12.00
6110	7110	Lieutenant of Campus Police	\$ 20.81
6111	7111	Locker and Equipment Manager	\$ 12.00
6112	7112	Locker Room Attendant	\$ 12.00
6113	7113	Mail Clerk/PBX Operator/ Receptionist	\$ 12.00
6114	7114	Maintenance Mechanic	\$ 12.98
6115	7115	Maintenance Mechanic/Locksmith	\$ 13.64

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6116	7116	Matriculation Services Clerk	\$ 12.00
6117	7117	Media Equipment Technician	\$ 14.32
6180	7180	Multimedia Production Specialist	\$ 14.32
6120	7120	Music Equipment Manager	\$ 12.00
6121	7121	Music Library Assistant	\$ 13.30
6122	7122	Music Projects Aide	\$ 12.00
6187	7188	Network Administrator	\$ 20.26
6124	7124	Painter	\$ 14.32
6125	7125	Payroll Technician	\$ 12.34
6126	7126	PBX Operator/Receptionist	\$ 12.00
6203	7204	Performing Arts Promotion Specialist	\$ 12.98
6127	7127	Plumber	\$ 14.32
6128	7128	Pool Maintenance Technician	\$ 12.34
6129	7129	Porter	\$ 12.00
6201	7202	Professional Registered Nurse	\$ 21.83
6130	7130	Program Assistant I	\$ 12.00
6131	7131	Program Assistant II	\$ 12.00
6132	7132	Program Facilitator	\$ 14.32
6138	7138	Publicity Aide	\$ 12.00
6139	7139	Re-Entry Resource Specialist	\$ 12.34
6140	7140	Refuse Disposal Custodian	\$ 12.00
6141	7141	Research Analyst	\$ 27.40
6142	7142	Research and Development Technician	\$ 12.00
6143	7143	Research Assistant	\$ 18.01
6144	7144	Safety Records Clerk	\$ 12.00
6181	7181	Science Laboratory Technician - Biology	\$ 12.34
6182	7182	Science Laboratory Technician - Chemistry	\$ 12.34
6148	7148	Science Laboratory Technician - Physics	\$ 12.34
6149	7149	Secretary	\$ 12.00
6150	7150	Secretary Clerk	\$ 12.00
6152	7152	Senior Clerk	\$ 12.00
6188	7189	Senior Applications Analyst	\$ 44.50
6189	7190	Senior Computer Operator	\$ 12.34
6190	7191	Senior Electronic Systems Technician	\$ 18.29
6191	7192	Senior Network Administrator	\$ 47.83
6192	7193	Senior Technical Support Specialist	\$ 17.45
6155	7155	Senior Typist Clerk	\$ 12.00
6156	7156	Sergeant of Campus Police/Employee Transportation Coordinator	\$ 20.33

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6158	7158	Special Populations Coordinator	\$ 17.04
6159	7159	Speech and Language Instructional Aide	\$ 13.29
6199	7200	Sports Publicist	\$ 12.00
6161	7161	Student Activities Clerk	\$ 12.00
6162	7162	Student Affairs Assistant	\$ 14.32
6163	7163	Student Affairs Technician	\$ 12.05
6164	7164	Student Placement Specialist	\$ 12.34
6185	7185	Student Services Assistant I (A&R)	\$ 12.00
6183	7183	Student Services Assistant II (A&R)	\$ 12.34
6165	7165	Student Services Assistant II (DSPS)	\$ 12.34
6166	7166	Supervising Switchboard Operator	\$ 12.00
6168	7168	Teacher Assistant/Child Development Center	\$ 12.00
6169	7169	Teaching Assistant	\$ 13.99
6170	7170	Technical Director/Designer	\$ 15.36
6193	7194	Technical Support Coordinator	\$ 19.32
6171	7171	Testing Technician	\$ 12.00
6172	7172	Theatre Production Manager	\$ 16.62
6174	7174	Tutorial Technician	\$ 12.00
6175	7175	Typist Clerk	\$ 12.00
6194	7196	User Support Coordinator	\$ 12.34
6176	7176	Vocational Education and Special Projects Assistant	\$ 17.04
6177	7177	Welder	\$ 14.32
6178	7178	Window Cashier-Cafeteria	\$ 12.00
6179	7179	Writing Center Clerk	\$ 12.00

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees).

Effective 1/1/2019

Job Class Codes		<i>Aides-General</i>	<i>Rate</i>
<i>Student</i>	<i>Short-Term</i>		
4102	5102	Artist	\$ 12.00
4103	5103	Clerical	\$ 12.00
4104	5104	Instructional Media	\$ 12.00
4105	5105	Laboratory	\$ 12.00
4106	5106	Laborer	\$ 12.00
4107	5107	Messenger	\$ 12.00
4108	5108	Press Operator	\$ 12.00
4109	5109	Publications	\$ 12.00
4110	5110	Toolroom	\$ 12.00
4111	5111	Traffic Control Officer	\$ 12.00
4112	5112	Transportation	\$ 12.00
4113	5113	Typist	\$ 12.00
4114	5114	Vocational Education Act	\$ 12.00

Board Date: January 16, 2019

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Short-Term and Student Hourly Salary Schedule

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(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		Aides-Special	First Year	Second Year	Third Year
Student	Short-Term				
4201	5201	Accompanist	\$ 12.00	\$ 12.00	\$ 12.00
4204	5204	Costume Technician	\$ 12.00	\$ 12.00	\$ 12.00
4206	5206	Electronics Technician	\$ 12.00	\$ 12.00	\$ 12.00
4207	5207	Instructional Media Production Assistant	\$ 12.00	\$ 12.00	\$ 12.00
4208	5208	Instructional System Technician	\$ 12.05	\$ 12.69	\$ 13.33
4214	5214	Lead Registration Account Clerk	\$ 12.00	\$ 12.05	\$ 12.66
4216	5216	Outreach Worker	\$ 12.00	\$ 12.00	\$ 12.00
4217	5217	Physical Fitness Laboratory	\$ 12.00	\$ 12.00	\$ 12.00
4218	5218	Press Operator	\$ 12.00	\$ 12.00	\$ 12.00
4219	5219	Projectionist	\$ 12.00	\$ 12.00	\$ 12.00
4221	5221	Registration Account Clerk	\$ 12.00	\$ 12.00	\$ 12.00
4222	5222	Research and Development Technician	\$ 12.00	\$ 12.00	\$ 12.34
4224	5224	Speech and Language Instructional Aide	\$ 13.30	\$ 13.97	\$ 14.67

Job Class Codes		Aides-Special	Rate
Student	Short-Term		
4202	5202	Bilingual	\$ 12.00
4230	5230	Cadet I	\$ 12.00
4231	5231	Cadet II	\$ 12.00
4232	5232	Cadet III	\$ 12.00
4233	5233	Cadet IV	\$ 12.20
4203	5203	Cashier	\$ 12.00
4205	5205	Counselor	\$ 12.00
4209	5209	Interpreter I	\$ 20.25
4210	5210	Interpreter II	\$ 23.89
4211	5211	Interpreter III	\$ 27.52
4212	5212	Interpreter IV	\$ 34.79
4213	5213	Interpreter V	\$ 41.02
4228	5228	Interpreter Certified	\$ 42.58
4229	5229	ASL Interpreter - Instruction Support	\$ 42.58
	5321	Title IX Coordinator I	\$ 20.00
	5322	Title IX Coordinator II	\$ 30.00
4215	5215	Lead Traffic Control Officer	\$ 12.00
4318	5319	Recycling Technician	\$ 12.98
4220	5220	Registration	\$ 12.00
4223	5223	Special Education	\$ 12.00
4225	5225	Staff Artist	\$ 12.00
4226	5226	Translator	\$ 12.00
4227	5227	Tutor	\$ 12.00

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		<i>Athletics & Recreation</i>	<i>Rate</i>
<i>Student</i>	<i>Short-Term</i>		
4315	5234	Athletic Trainer I	\$ 12.98
4316	5235	Athletic Trainer II	\$ 16.62
4317	5236	Athletic Trainer III	\$ 21.76
4305	5305	Baseball Umpire	\$ 12.00
4306	5306	Basketball Official	\$ 12.00
4307	5307	Lifeguard	\$ 12.00
4308	5308	Locker Room Attendant	\$ 12.00

<i>Professional Expert</i>	<i>Athletics & Recreation</i>	<i>Stipend Unit</i>
8134	Assistant Coach	\$ 1,000.00

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		<i>Cafeteria Workers</i>	<i>Rate</i>
<i>Student</i>	<i>Short- Term</i>		
-----	5309	Baking Supervisor	\$ 25.74
4309	5310	Cashier-Cafeteria Worker	\$ 12.00
4310	5311	Dishwasher-Potwasher	\$ 12.00
4311	5312	Fry cook	\$ 12.00
4312	5313	Porter	\$ 12.00
4313	5314	Snack Bar Worker/Cashier	\$ 12.00
4314	5315	Supervisor of Food Services	\$ 26.38

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

Community Education Salary Schedule

Effective 1/1/2019

Job Class Codes	<i>Fine Arts (Art, Drama, Dance, and Music)</i>	<i>Hourly Rates</i>
8101	Fine Arts Leader	\$ 12.00
8102	Fine Arts Secretary	\$ 12.00
8103	Fine Arts Specialist	\$ 12.18
8104	Fine Arts Supervisor	\$ 14.61
8105	Music Accompanist	\$ 12.00
8106	Music Conservatory Specialist	\$ 25.21

Job Class Codes	<i>Sports and Aquatics</i>	<i>Hourly Rates</i>
8107	Aquatics Specialist	\$ 12.00
8108	Chief Guard	\$ 12.00
8109	Guard	\$ 12.00
8110	Gymnasium Leader	\$ 12.00
8111	Gymnasium Supervisor	\$ 12.00
8112	Locker Room Attendant	\$ 12.00
8113	Sports Leader	\$ 12.00
8114	Sports Secretary	\$ 12.00
8115	Sports Specialist	\$ 12.22
8116	Sports Supervisor	\$ 14.66

Job Class Codes	<i>Sports Official (per game)</i>	<i>Hourly Rates</i>
8117	Baseball	\$ 29.31
8118	Basketball	\$ 15.63
8119	Track (Head Starter)	\$ 48.83
8120	Water Polo	\$ 48.83

Job Class Codes	<i>General</i>	<i>Hourly Rates</i>
8121	Children's Music Conservatory Specialist	\$ 20.44
8122	Community Education Specialist	\$ 30.27
8123	Continuing Education Specialist/Arts & Crafts	\$ 23.31
8124	Continuing Education Specialist/Business Technology	\$ 52.47
8125	Continuing Education Specialist/Cultural Arts	\$ 29.15
8126	Continuing Education Specialist/Health Occupations	\$ 52.47
8131	Continuing Education Specialist I/Kids College	\$ 30.27
8132	Continuing Education Specialist II/Kids College	\$ 33.23
8133	Continuing Education Specialist III/Kids College	\$ 36.35
8127	Continuing Education Specials/Recreation	\$ 17.49
8129	Project Specialist (Technical) Level I	\$ 77.89
8130	Project Specialist (Technical) Level II	\$ 103.85
8128	Recreational Activity Specialist	\$ 14.18

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

<i>Job Class Codes</i>		<i>Instructional Aides</i>	<i>First Year</i>	<i>Second Year</i>	<i>Third Year</i>
<i>Student</i>	<i>Short-Term</i>				
4301	5301	Instructional Aide I	\$ 12.00	\$ 12.00	\$ 12.00
4302	5302	Instructional Aide II	\$ 13.30	\$ 13.97	\$ 14.67

Board Date: January 16, 2019

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Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		<i>Models</i>	<i>Rate</i>
<i>Student</i>	<i>Short-Term</i>		
4303	5303	Art	\$ 12.00
4304	5304	Art (Professional)	\$ 14.10

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 41

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: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

ACTION

This item is presented for informational purposes only.

FISCAL IMPACT

Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY

This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation, as appropriate. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, as appropriate, and may include outside public sector expertise or consultants.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

Cerritos Community College District
Board Meeting: January 16, 2019
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
17P005	Architectural Services for the Student Services and Administration project	December 19, 2018	Perform the architectural services required under Title 24 of the California Code of Regulations for the complete design and approval (including incorporation of mechanical, electrical, civil, and other design disciplines as required), cost estimation, and state submittal processes in conjunction with the District's staff and District's program/construction manager for the construction of a facility for student services and administration project	Business Services
17C0023	Food and/or Concession Services	September 26, 2017	Provide food and/or concession services at designated vendor locations on campus	Student Services
18P002	Engineering Services for Measure G and Campus-Wide Facilities Projects	TBD	Conduct a request for qualifications (RFQ) solicitation process in order to establish a pool of engineering firms that will be given an opportunity to be selected to perform engineering services for a variety of bond and/or campus-wide facilities projects	Business Services
18C0138	Student Center Public Art Project	January 2019	The District is seeking request for qualifications (RFQs) to create a pool of qualified artist for a future request for proposals (RFP) solicitation to provide the design, creation, and installation of large facades/murals to replace five (5) separate sections of damaged, abstract tilework on the exterior of the Student Center building (on both the front and back of the structure)	Office of the President/ Superintendent and College Committee on Art in Public Spaces (CAPS)

**Cerritos Community College District
Board Meeting: January 16, 2019
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

*Future dates are subject to change. See <http://cms.cerritos.edu/purchasing/bids-and-proposals.htm> for up-to-date information about RFP and RFQ releases.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Information Item: Board Policy Review

ACTION

This item is presented as information only.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

In accordance with [Board Policy 2410 – Policy and Administrative Procedure](#), the Board shall review the policies on a regularly scheduled basis to be completed no later than one year prior to the regularly scheduled accreditation site visit. The next site visit is scheduled for Spring 2020.

Approximately 350 board policies and administrative procedures are organized into seven chapters: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business Services, and 7) Human Resources.

The policies and procedures will be reviewed by the College Coordinating Committee before they are presented to the board to afford all constituent groups an opportunity for input, and to ensure accuracy with District practices. The updated review schedule is as follows:

Chapter		BP	AP	Coordinating Committee Review	Board Review
Chapter 1	The District	3	0		
Chapter 2	Board of Trustees	19	8	September 10, 2018	October 17, 2018
Chapter 2	Board of Trustees (cont.)	22	10	October 8, 2018	October 17, 2018
				November 5, 2018 November 19, 2018 December 3, 2018 December 10, 2018	
Chapter 3	General Institution	31	34		January 16, 2019
Chapter 4	Academic Affairs	25	36	December 10, 2018	January 16, 2019
Chapter 5	Student Services	31	34	January 28, 2019	February 20, 2019
Chapter 6	Business Services	19	22	February 25, 2019	March 20, 2019
Chapter 7	Human Resources	21	24	March 25, 2019	April 17, 2019

At its November 5, November 19, December 3, and December 10 meetings, the Coordinating Committee reviewed the following policies and procedures:

BP 3050	Institutional Code of Ethics
AP 3050	Institutional Code of Ethics
BP 3100	Organizational Structure
BP 3200	College and Program Accreditation

AP	3200	College Accreditation
AP	3205	Program Accreditation
BP	3250	Institutional Planning
AP	3250	Institutional Planning
BP	3280	Grants
AP	3280	Grants
BP	3300	Public Records
AP	3300	Public Records
BP	3310	Records Retention & Destruction
AP	3310	Records Retention & Destruction
BP	3410	Nondiscrimination
AP	3410	Nondiscrimination
BP	3411	Accessibility of Electronic and Information Technology
AP	3411	Accessibility of Electronic and Information Technology
AP	3412	504/ADA Academic Accommodations and Complaints
BP	3420	Equal Employment Opportunity
AP	3420	Equal Employment Opportunity
BP	3430	Prohibition of Harassment
AP	3430	Prohibition of Harassment
AP	3435	Discrimination and Harassment Investigations
BP	3440	Service Animals
AP	3440	Service Animals
BP	3500	Campus Safety
AP	3500	Campus Safety
BP	3501	Campus Security and Access
AP	3501	Campus Security and Access
BP	3505	Emergency Response Plan
AP	3505	Emergency Response Plan
BP	3510	Workplace Violence
AP	3510	Workplace Violence
BP	3515	Reporting of Crimes
AP	3515	Reporting of Crimes
AP	3516	Registered Sex Offender Information
BP	3518	Child Abuse Reporting
AP	3518	Child Abuse Reporting
BP	3520	Local Law Enforcement
AP	3520	Local Law Enforcement
BP	3530	Weapons on Campus
AP	3530	Weapons on Campus
BP	3540	Sexual and Other Assaults on Campus
AP	3540	Sexual and Other Assaults
BP	3550	Drug and Alcohol Free Environment & Drug and Alcohol Abuse Prevention Program
AP	3550	Drug and Alcohol Free Environment & Drug and Alcohol Abuse Prevention Program
BP	3560	Alcoholic Beverages
AP	3560	Alcoholic Beverages
BP	3570	Smoking
AP	3570	Smoking
BP	3580	Environmental Sustainability
AP	3580	Environmental Sustainability
BP	3590	Art
AP	3590	Committee on Art in Public Spaces (CAPS)
BP	3600	Auxiliary Organizations
AP	3600	Auxiliary Organizations
BP	3720	Computer and Network Use
AP	3720	Computer and Network Use

BP	3810	Claims Against the District
AP	3810	Claims Against the District
BP	3820	Gifts and Fund Raising
AP	3820	Gifts and Fund Raising
BP	3950	Flag Raising
AP	3950	Flag Raising

At its December 10 meeting, the Coordinating Committee reviewed the following policies and procedures:

BP	4005	Duties and Responsibilities of Faculty Members
AP	4005	Duties and Responsibilities of Faculty Members
BP	4010	Academic Calendar
AP	4010	Academic Calendar
BP	4020	Instructional Programs and Curriculum
AP	4020	Instructional Programs and Curriculum
AP	4021	Program Viability
AP	4022	Course Approval
AP	4024	Credit Hours and Units
BP	4025	Philosophy and Criteria for Associate Degree and General Education
AP	4025	Philosophy and Criteria for Associate Degree and General Education
AP	4026	Philosophy and Criteria for International Education
BP	4027	Philosophy and Criteria for Study Abroad Programs
AP	4027	Philosophy and Criteria for Study Abroad Programs
BP	4030	Academic Freedom
BP	4040	Library and Learning Support Services
AP	4040	Library and Learning Support Services
BP	4050	Articulation
AP	4050	Articulation
BP	4060	Delineation of Functions Agreements
AP	4060	Delineation of Functions Agreements
BP	4070	Course Auditing and Auditing Fees
AP	4070	Course Auditing and Auditing Fees
BP	4100	Graduation Requirements for Degrees and Certificates of Achievement
AP	4100	Graduation Requirements for Degrees and Certificates of Achievement
AP	4101	Independent Study
BP	4102	Career and Technical Programs
AP	4102	Career and Technical Programs
AP	4103	Work Experience
AP	4104	Contract Education
AP	4105	Distance Education
BP	4106	Nursing Programs
BP	4110	Honorary Degrees
BP	4220	Standards of Scholarship
AP	4222	Remedial Coursework
BP	4225	Course Repetition
AP	4225	Course Repetition
BP	4226	Multiple and Overlapping Enrollments
AP	4226	Multiple and Overlapping Enrollments
AP	4227	Repeatable Courses
AP	4228	Course Repetition - Significant Lapse of Time
AP	4229	Course Repetition - Variable Units
BP	4230	Grading and Academic Record Symbols
AP	4230	Grading and Academic Record Symbols

BP	4231	Grade Practices, Grade Changes, and Security of Grade Reports
AP	4231	Grade Practices, Grade Changes, and Security of Grade Reports
AP	4232	Pass/No Pass
BP	4235	Credit by Examination
AP	4235	Credit by Examination
BP	4240	Academic Renewal
AP	4240	Academic Renewal
BP	4250	Probation, Dismissal, and Readmission
AP	4250	Probation
AP	4255	Dismissal and Readmission
BP	4260	Prerequisites and Co-requisites
AP	4260	Prerequisites and Co-requisites
BP	4300	Field Trips and Excursions
AP	4300	Field Trips and Excursions
BP	4400	Community Services
AP	4400	Community Services
AP	4500	Student Media
AP	4610	Instructional Service Agreements

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Chapter 3 and Chapter 4: Board Policies and Administrative Procedures

General Institution

1 **BP 3050 INSTITUTIONAL CODE OF ETHICS**

2 **Reference:**

3 Accreditation Standard III.A.1.d

4 The District shall have and uphold a written code of professional ethics for all of its
5 personnel.

6 Office of Primary Responsibility: President/Superintendent

Date Adopted: November 7, 2007

General Institution

1 **BP 3100 ORGANIZATIONAL STRUCTURE**

2 **Reference:**

3 Education Code, Section 72400

4 The President/Superintendent shall establish organizational charts that delineate the
5 lines of responsibility. The President/Superintendent shall establish the general duties of
6 employees within the District.

7 Office of Primary Responsibility: President/Superintendent

Date Adopted: November 7, 2007

General Institution

BP 3200 COLLEGE AND PROGRAM ACCREDITATION

Reference:

Accreditation Eligibility Requirement 21 and ACCJC Accreditation Standards
I.C.12 and 13 (*formerly IV.B.1.i*);
Title 5 Section 51016

The President/Superintendent shall ensure that the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and with the standards of other appropriate agencies that accredit special programs offered by the District.

The President/Superintendent shall keep the Board of Trustees informed of approved organizations that accredit the District and/or its programs and the status of accreditation reports for the District and its programs.

The President/Superintendent shall ensure that the Board of Trustees is involved in any accreditation process in which Board participation is required.

The President/Superintendent shall provide the Board of Trustees with a copy of any District accreditation report, a summary of any program accreditation report, and any actions taken or to be taken in response to recommendations in an accreditation report.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: November 7, 2007

Dates Revised: August 13, 2012; April 29, 2014

General Institution

BP 3250 INSTITUTIONAL PLANNING

References:

ACCJC Accreditation Standards I.B.9, III.B.4, III.C.2, III.D.2, IV.B.3, and IV.D.5
(formerly I.B);
Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250,
55510, and 56270 et seq.

The President/Superintendent shall ensure that the District has and implements a broad-based, comprehensive, and integrated system of planning that expresses the District's philosophy and mission, involves appropriate segments of the College community, and is supported by institutional effectiveness research.

The planning system shall include plans required by law, including, but not limited to the:

- Cooperative Work Experience Plan
- Equal Employment Opportunity Plan
- Extended Opportunity Programs and Services (EOPS) Plan
- Facilities Plan
- Student Success and Support Program Plan
- Student Equity Plan
- Transfer Center Plan

The President/Superintendent shall submit those plans for which Board of Trustees approval is required by Title 5 to the Board.

The President/Superintendent shall inform the Board of Trustees about the status of planning and the various plans.

The President/Superintendent shall ensure the Board of Trustees has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: November 7, 2007

Date Revised: November 18, 2013

General Institution

1 BP 3280 GRANTS

2 Reference:

3 Education Code, Section 70902

4 The Board of Trustees shall receive all requests for acceptance of grant funding.

5 The President/Superintendent shall establish procedures to assure timely submission of
6 grant applications, to assure timely implementation of grant proposals, and to assure that
7 the grants support the mission and purposes of the District.

8 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: November 7, 2007

General Institution

1 BP 3300 PUBLIC RECORDS

2 References:

3 Government Code, Sections 6250 et seq.

4 The President/Superintendent shall establish procedures for records management,
5 including access by the public, which comply with the requirements of the California
6 Public Records Act.

7 Office of Primary Responsibility: President/Superintendent

Date Adopted: November 7, 2007

General Institution

BP 3310 RECORDS RETENTION AND DESTRUCTION

References:

Title 5, Sections 59020 et seq.;

Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

The President/Superintendent shall establish administrative procedures to assure the retention and destruction of all District records—including electronically stored information as defined by the Federal Rules of Civil Procedure—in compliance with Title 5. Such records shall include but not be limited to student records, employment records, and financial records.

Office of Primary Responsibility: President/Superintendent

Date Adopted: November 7, 2007

General Institution

BP 3410 NONDISCRIMINATION

References:

Education Code, Sections 66250 et seq., 72010 et seq., and 87100 et seq.;
Title 5, Sections 53000 et seq. and 59300 et seq.;
Penal Code, Section 422.55;
Government Code, Sections 12926.1 and 12940 et seq.;
Title 2 Sections 10500 et seq.;
ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation
Standard Catalog Requirements (*formerly Accreditation Standard II.B.2.c*)

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the 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.

The President/Superintendent shall establish administrative procedures that ensure all members of the College community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, 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 because of his or her association with a person or group with one or more of these actual or perceived characteristics.

Information regarding who to contact to file a complaint is included in AP 3410 titled Nondiscrimination.

35 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: November 7, 2007

Dates Revised: December 10, 2008; October 24, 2012; August 26, 2013; April 29, 2014

(Replaces former Cerritos College Policy 3029)

General Institution

BP 3411 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

References:

Section 508 of the Rehabilitation Act of 1973 (29 U.S. Code, Section 794d);
36 CFR, Sections 1194.1, et seq.;
Government Code, Section 11135;
Title 5, Sections 59300, et seq.

Electronic and information technologies (EIT) are a means by which Cerritos College provides information to students, faculty, staff, and other constituents. The need to ensure accessibility to all members of the campus community is critical as more administrative services and learning environments are based on EIT. It is also a part of the District's ongoing commitment to establishing a barrier free learning community, or universal access, to all individuals.

As mandated by federal and state laws and the California Community Colleges Chancellor's Office, it is required that Cerritos College comply with Section 508 Standards to ensure accessibility to EIT for individuals with disabilities. The President/Superintendent or designee shall act to enforce compliance with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) and its implementing regulations set forth at Title 36 CFR Part 1194.

Also refer to BP 3720 and AP 3720 titled Computer and Network Use and AP 6365 titled Contracts – Accessibility of Information Technology.

Office of Primary Responsibility: Vice President, Student Services

Date Adopted: July 15, 2015

General Institution

BP 3420 EQUAL EMPLOYMENT OPPORTUNITY

References:

Education Code, Sections 87100 et seq.;
Title 5, Sections 53000 et seq.;
ACCJC Accreditation Standard III.A.11

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized and community colleges foster a climate of acceptance with the inclusion of faculty and staff from a wide variety of backgrounds. It supports diversity in the academic environment which fosters cultural awareness, mutual understanding, respect, harmony, and suitable role models for students. The Board of Trustees will continuously promote equal employment through the District's Equal Employment Opportunity (EEO) Plan and its equal employment opportunity and educational programs.

The District's Diversity and Equal Employment Opportunity Advisory Committee (DEEOAC) will develop the District's EEO Plan under the direction of the President/Superintendent, and with input from all college constituent groups, for review and adoption by the Board of Trustees. This plan shall comply with the Education Code and Title 5 requirements that are from time to time modified or clarified by judicial interpretation. This plan shall be completed no later than the date specified by the state Chancellor's Office.

Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: February 2, 2011

(Replaces former Cerritos College Policy 7033)

General Institution**BP 3430 PROHIBITION OF HARASSMENT****References:**

Education Code Sections 212.5, 44100, 66252, and 66281.5;
Government Code Sections 12940 and 12950.1;
Title 2 Sections 10500 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees, students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, employee, unpaid intern, or volunteer who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled Discrimination and Harassment Investigations. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment,

36 including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall,
37 transfer, leave of absence, training opportunities and compensation.

38 To this end the President/Superintendent shall ensure that the institution undertakes
39 education and training activities to counter discrimination and to prevent, minimize and/or
40 eliminate any hostile environment that impairs access to equal education opportunity or
41 impacts the terms and conditions of employment.

42 The President/Superintendent shall establish procedures that define harassment on
43 campus. The President/Superintendent shall further establish procedures for employees,
44 students, unpaid interns, volunteers and other members of the campus community that
45 provide for the investigation and resolution of complaints regarding harassment and
46 discrimination, and procedures for students to resolve complaints of harassment and
47 discrimination. All participants are protected from retaliatory acts by the District, its
48 employees, students, and agents.

49 This policy and related written procedures (including the procedure for making
50 complaints) shall be widely published and publicized to administrators, faculty, staff,
51 students, unpaid interns, and volunteers particularly when they are new to the institution.
52 They shall be available for students, employees, unpaid interns and volunteers in all
53 administrative offices, and shall be posted on the District's website.

54 Employees who violate the policy and procedures may be subject to disciplinary action
55 up to and including termination. Students who violate this policy and related procedures
56 may be subject to disciplinary measures up to and including expulsion. Unpaid interns
57 who violate this policy and related procedures may be subject to disciplinary measures
58 up to and including termination from the internship or other unpaid work experience
59 program.

60 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: February 5, 2014

Date Revised: April 29, 2014

General Institution

BP 3440 SERVICE ANIMALS

References:

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections
12101 et seq.;
28 Code of Federal Regulations Part 35;
28 Code of Federal Regulations Part 36;
34 Code of Federal Regulations Part 104.44(b)

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a service dog or miniature horse in District facilities and on District campuses in compliance with state and federal law.

Office of Primary Responsibility: Vice President, Human Resources

Also see AP 3440 titled Service Animals

Date Adopted: October 19, 2016

General Institution

BP 3500 CAMPUS SAFETY

References:

Education Code, Section 67380(a)(4);

The Board of Trustees is committed to a safe and secure work and learning environment. To that end, the President/Superintendent shall establish a Campus Safety Plan and ensure that it is posted or otherwise made available to students. The Campus Safety Plan shall include availability and location of Campus Police personnel, methods for summoning assistance of Campus Police personnel, any special safeguards that have been established, any actions taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months. In addition, the President/Superintendent shall establish an Emergency Operations Plan.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

(Replaces former Cerritos College Policies 8006 and 4806.3)

General Institution

1 BP 3501 CAMPUS SECURITY AND ACCESS

2 Reference:

3 34 CFR 668.46(b)(3);
4 ACCJC Accreditation Standard III.B.1

5 The President/Superintendent shall establish procedures for security and access to
6 District facilities.

7 Offices of Primary Responsibility: Vice President, Student Services
8 Vice President, Business Services

Date Adopted: June 13, 2012

General Institution**BP 3505 EMERGENCY RESPONSE PLAN****References:**

Education Code, Sections 32280 et seq., 35296, 42140, and 71095;
Government Code, Sections 3100 and 8607(a);
19 California Code of Regulations (CCR), Sections 2400-2450;
National Fire Protection Association 1600;
Homeland Security Act of 2002;
Homeland Security Presidential Directive-5;
Executive Order S-2-05;
34 CFR 668.46(g)

The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on campus.

The President/Superintendent shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency, or when a natural disaster or hazardous condition occurs. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing a disaster preparedness procedure or plan, and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines

College personnel must be informed that as public employees, they are also disaster service workers during national, state and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker legal requirements.

The President/Superintendent should ensure that a team is created to carry out compliance with NIMS and SEMS mandates.

Responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and the state management level.

35 The plan should contain information regarding activation and chain of command
36 responsibilities. Compliance with NIMS mandates requires planning and incorporation
37 for all phases of emergency management including mitigation and prevention,
38 preparedness, response, and recovery. The District shall ensure that its Emergency
39 Response Plan is updated regularly and complies with NIMS and SEMS to receive state
40 or federal funding.

41 Office of Primary Responsibility: Vice President, Business Services

Date Adopted: December 10, 2008
Dates Revised: May 20, 2009, June 13, 2012

General Institution

BP 3510 WORKPLACE VIOLENCE

References:

Cal/OSHA: Labor Code, Sections 6300 et seq.;
8 Cal. Code Regs., Section 3203;
"Workplace Violence Safety Act of 1994" (Code of Civil Procedure, Section 527.8
and Penal Code Section 273.6)

The Board of Trustees is committed to providing a District work and learning environment that is free of violence and threats of violence. The Board's priority is to effectively handle critical workplace and campus violence incidents, including those dealing with potential violence.

The President/Superintendent shall establish administrative procedures that assure that students and employees are informed regarding what actions will be considered violent behavior, and require that any employee who is the victim of any violent behavior in the workplace, or is a witness to violent behavior must report the incident. Employees will be informed that there will be no retaliation for good-faith reporting.

Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: November 7, 2007

General Institution

BP 3515 REPORTING OF CRIMES

Reference:

Education Code, Section 67380

The President/Superintendent shall assure that, as required by law, reports are prepared of all occurrences reported to the District police of arrests for crimes committed on the campus that involve violence, hate violence, forcible and non-forcible sex offenses, theft or destruction of property, illegal drugs, or alcohol intoxication and illegal possession of weapons. The President/Superintendent shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

General Institution

BP 3518 CHILD ABUSE AND NEGLECT REPORTING

References:

Penal Code sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, 647a,
and 11164-11174.3 ("Child Abuse and Neglect Reporting Act");
Welfare and Institutions Code sections 300, 305, 318, and 601;
Family Code -sections 7802, 7807, 7808, 7820-7829, 7890, and 7892

The President/Superintendent shall establish procedures for mandated reporters to report
suspected abuse or neglect of children to the appropriate agency. (A "child" is a person
under the age of 18 years. (Penal Code section 11165))

Offices of Primary Responsibility: Vice President, Student Services
Vice President, Human Resources

Date Adopted: November 7, 2007

Date Revised: June 18, 2008

General Institution

BP 3520 LOCAL LAW ENFORCEMENT

Reference:

Education Code, Section 6738

34 CFR 668-46(b)(4)

The District shall enter into a written agreement with the local law enforcement agency. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location operated by the District.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The Cerritos Community College District encourages accurate and prompt reporting of all crimes to the Campus Police Department and/or the appropriate police agencies. The President/Superintendent shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

Date Revised: October 24, 2012

General Institution

1 **BP 3530 WEAPONS ON CAMPUS**

2 **References:**

3 Penal Code, Sections 626.9 and 626.10

4 Firearms or other weapons shall be prohibited on any college property or in any facility of
5 the District except for activities conducted under the direction of authorized District
6 officials or as authorized by an official law enforcement agency.

7 Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

Date Revised: May 20, 2009

General Institution

BP 3540 SEXUAL AND OTHER ASSAULTS ON CAMPUS

References:

Education Code, Sections 67382, 67385, 67385.7 and 67386;
20 U.S. Code, Section 1092(f);
34 Code of Federal Regulations, Section 668.46(b)(11)

Any sexual assault or physical abuse, including, but not limited to rape as defined by California law, whether committed by an employee, student, or member of the public, that occurs on District property, is a violation of District policies and procedures and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The President/Superintendent shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures shall meet the criteria contained in Education Code, Sections 67385, 67385.7, and 67386, as well as 34 Code of Federal Regulations Section 668.46.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

(Replaces former Cerritos College Policies 4901 and 8013)

General Institution

**BP 3550 DRUG AND ALCOHOL FREE ENVIRONMENT AND
DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM**

References:

Drug Free Schools and Communities Act, 20 U.S.C. Section 1011;
34 C.F.R., Sections 86.1 et seq.;
Drug Free Workplace Act of 1988, 41 U.S.C., Section 8103

The District shall maintain a drug and alcohol free campus/workplace environment for students and employees. The District prohibits the unlawful possession, use, or distribution of illicit drugs and/or alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student who violates this policy will be subject to disciplinary action, which may include, but is not limited to, referral to an appropriate rehabilitation program, suspension or expulsion. Any employee who violates this policy will be subject to disciplinary action up to and including termination. The District may refer students and employees who violate this policy to the Campus Police or other appropriate law enforcement agency for appropriate criminal action.

The President/Superintendent shall assure that the District annually distributes the information required by the Drug-Free Schools and Communities Act Amendments of 1989 to all students and employees and that the District complies with other requirements of the Act.

The President/Superintendent shall ensure that a biennial report is prepared to review the effectiveness of the District's policies and programs in maintaining a drug and alcohol free campus and workplace environment.

Also see AP 5520 titled Student Discipline Procedures.

Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: November 7, 2007

(Replaces former Cerritos College Policies 7003 and 4806.2)

General Institution

1 BP 3560 ALCOHOLIC BEVERAGES

2 Reference:

3 Business and Professions Code, Section 25608;
4 34 CFR 668.46(b)

5 The President/Superintendent is authorized to enact procedures as appropriate and
6 permitted by law regarding serving alcoholic beverages on campus. Alcoholic beverages
7 shall not be served on campus except in accordance with these procedures.

8 Offices of Primary Responsibility: Vice President, Business Services
9 Vice President, Student Services

Date Adopted: November 7, 2007

Date Revised: March 26, 2012

General Institution

BP 3570 SMOKING

References:

Government Code, Sections 7596, 7597, 7597.1, and 7598;
Labor Code, Section 6404.5;
Title 5, Section 5148

The President/Superintendent shall ensure that the District has procedures in place specifying limitations on smoking as required by law and as may be adopted by the District.

To enforce smoking and tobacco control regulations and procedures, the President/Superintendent is authorized to:

- Set enforcement standards for all District facilities.
- Impose a fine for a first, second, and third offense and for each subsequent offense. The amount of each fine may not exceed one hundred dollars (\$100). Funds shall be allocated to include, but not be limited to, the designated enforcement agency, education and promotion of the policy, and tobacco cessation treatment options.

Offices of Primary Responsibility: Vice President, Business Services
Vice President, Student Services

Date Adopted: November 7, 2007

Date Revised: October 24, 2012

(Replaces former Cerritos College Policy 8003)

General Institution

1 BP 3580 ENVIRONMENTAL SUSTAINABILITY

2 References:

3 None

4 Cerritos College aptly develops in students the knowledge, skills and values that prepare
5 them to be productive participants in the global community. It is with this perspective that
6 Cerritos College is committed to creating a campus environment which fosters
7 sustainability. Sustainability represents conscious decision-making practices and
8 strategies that focus on ecological stewardship and social equity.

9 Environmental sustainability and responsible stewardship of our resources is a
10 fundamental goal of the District. Diminishing resources, cost of energy, management of
11 waste, and overall environmental impacts on the community require that the institution
12 focus on efficient and effective use of energy and resources. The Board of Trustees
13 delegates to the President/Superintendent the authority to develop practices and
14 procedures that promote leadership on sustainability issues in all areas of the college.

15 Also see AP 3580 titled Environmental Sustainability

16 Office of Primary Responsibility: President/Superintendent

Date Adopted: June 18, 2014

General Institution**1 BP 3590 ART****2 References:****3 None**

4 Cerritos College is committed to educating and enriching the lives of its students, faculty,
5 staff, alumni and visitors to the campus while enhancing local communities by exhibiting
6 art in public spaces on campus representing the diverse values of the college's
7 communities and highest levels of artistic achievement. In furtherance of this
8 commitment, the Board of Trustees shall consider exhibiting art in public spaces on
9 campus, as recommended by the College Committee on Art in Public Spaces (CAPS).

10 The purpose of CAPS is to review all artwork proposed to be selected or acquired and
11 installed within the boundaries of Cerritos College to which the public has general access,
12 and make recommendations to the Board of Trustees. The Board of Trustees delegates
13 to the President/Superintendent the authority to develop the practices and procedures of
14 CAPS.

15 The Board of Trustees reserves the right to refuse to accept artwork that has been
16 proposed or recommended by CAPS.

17 Also see AP 3590 titled Committee on Art in Public Spaces (CAPS)

18 Offices of Primary Responsibility: Vice President, Academic Affairs
19 Vice President, Business Services

Date Adopted: July 15, 2015

General Institution**BP 3600 AUXILIARY ORGANIZATIONS****References:**

Education Code, Sections 72670 et seq.;
Title 5, Sections 59250 et seq.

The Board of Trustees may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.

The President/Superintendent shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the state Chancellor's Office as required by law. At a minimum, the procedures shall address the subjects required by Title 5.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5, Section 59257(j).

Any auxiliary organization recognized by the Board of Trustees shall conduct its business in accordance with the administrative procedures approved by the President/Superintendent pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board of Trustees shall comply with Education Code provisions regarding:

- the composition of a board of directors and the way in which it conducts its meetings;
- conducting an annual audit;
- employing its work force;
- expending and appropriating its funds, and keeping its records.

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college districts or providing the District with an unfair advantage with respect to any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.

Office of Primary Responsibility: President/Superintendent

General Institution

BP 3720 COMPUTER AND NETWORK USE

References:

Education Code, Section 72400;
Government Code, Section 3543.1(b);
Penal Code, Section 502;
17 U.S.C., Sections 101 et seq.;
Cal. Constitution Article 1, Section 1;
Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

Employees and students who use District computers and networks and the information they contain, and related resources have a responsibility not to abuse those resources and to respect the rights of others. The President/Superintendent shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies. The procedures shall include that users must respect software copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, and respect the rights of other computer users.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

General Institution

BP 3810 CLAIMS AGAINST THE DISTRICT

References:

Education Code, Section 72502;
Government Code, Sections 900 et seq. and 910

Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place(s) for service of claims, lawsuits or other types of legal process upon the District is/are the Office of the Vice President of Business Services and/or the Office of the President/Superintendent.

A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the Office of the Vice President of Business Services and/or Office of the President/Superintendent, or deposited in a post office, sub-post office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the District Office with postage paid.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

(Replaces former Cerritos College Policy 5003)

General Institution

BP 3820 GIFTS AND FUND RAISING

References:

Education Code, Section 72205

The Board of Trustees shall consider gifts, donations, and bequests made to the District. The Board of Trustees reserves the right to refuse to accept any gift which does not contribute toward the goals of the District or the ownership of which would have the potential to deplete resources of the District.

The District fund raising activities shall be coordinated through the Cerritos College Foundation and shall be approved and monitored by the President/Superintendent or designee.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the District of a product, enterprise, or entity.

In no event shall the District accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, military or veteran status, physical or mental disability; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, 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.

Office of Primary Responsibility: Vice President, Business Services

Date Adopted: November 7, 2007

Date Revised: October 24, 2012

(Replaces former Cerritos College Policy 8011)

General Institution

1 BP 3950 FLAG RAISING

2 Reference:

3 36 U.S. Code, Section 174(a)

4 Weather permitting, the flag of the United States will be raised before 8:00 a.m. and
5 lowered before sunset each day that the college is open.

6 Office of Primary Responsibility: President/Superintendent

Date Adopted: November 7, 2007

(Replaces former Cerritos College Policy 8001)

General Institution

AP 3050 INSTITUTIONAL CODE OF ETHICS

Reference:

ACCJC Accreditation Standard III.A.13 (*formerly III.A.1.d*)

Definition of Ethics

Ethical behavior is often defined as “right” or “good” behavior as measured against commonly accepted rules of conduct for a society or for a profession. The ethical person is often described in absolute terms as one who is fair, honest, straightforward, trustworthy, dispassionate, and unprejudiced. If, however, one is inconsistently fair or honest, one loses credibility and is perceived to be unethical. The ethical person must be conspicuously consistent in the exercise of integrity to sustain the credibility that is an expectation of office.

Importance of Ethics

The credibility of the District’s employees depends upon whether they are perceived as honest men and women. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to successful performance.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent surely create an expectation that employees will indeed act with integrity in the public interest.

Expectations for Ethical Behavior

Employees of the District shall be committed to the principles of honesty and equity. They shall not seek to abridge for any purpose the freedoms of other employees or students. At the same time, they shall not willingly permit the interests of any members of the college community to override the best interests of the public served by the District.

Employees shall exercise judgments that are dispassionate, fair, consistent, and equitable. They shall exhibit openness and reliability in what they say and do as educational leaders. They shall confront issues and people without prejudice. They shall demonstrate a commitment to excellence in education and uncompromising commitment to the principles of ethical behavior.

Similarly, students are expected to abide by ethical behavior and decision-making in their treatment of District employees, other students, and members of the public.

Disciplinary actions against employees and students will conform to all relevant statutes, regulations, personnel and student policies and procedures, including the provisions of any applicable collective bargaining agreement.

Employee Responsibilities

As practitioners of ethical behavior, District personnel have a responsibility:

- to provide and protect student access to the educational resources of the District;
- to protect human dignity, intellectual integrity, and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers;
- to protect students from disparagement, ridicule, or capricious judgment;
- to keep foremost in mind at all times that the District exists to serve students;
- to foster a climate of trust and mutual support;
- to foster openness by encouraging and maintaining two-way communication;
- to encourage, support, and abide by the written Board Policies and Administrative Procedures of the District; and
- to challenge unethical behavior in a timely manner.
- to report to the Vice President of Human Resources or designee any concerns with this policy.

Office of Primary Responsibility: Office of the President/Superintendent

Date Approved: November 26, 2007

Date Revised: November 17, 2018

General Institution

AP 3200 COLLEGE ACCREDITATION

References:

ACCJC Accreditation Eligibility Requirement 21;
ACCJC Accreditation Standards I.C.12 and 13 (*formerly IV.B.1.i*);
Accreditation Standard IV.B.1.i;
Title 5 Section 51016

In accordance with the standards of the Accrediting Commission for Community and Junior Colleges (ACCJC), the College shall conduct a comprehensive self evaluation every six years and host a visit by an ACCJC-appointed accreditation team. Mandatory midterm reports shall be prepared and submitted to the Accrediting Commission in the third year of each six-year cycle. Any additional reports requested by the ACCJC shall be prepared and submitted on time.

The process for producing the written Comprehensive Self Evaluation must include input from the following:

- A Self Evaluation Chairperson or Co-Chairs
- Accreditation Liaison Officer
- Active, campuswide involvement of administrators, faculty, classified staff, and students

When the Self Evaluation is completed, it must be reviewed and approved by the Board of Trustees prior to submission to the ACCJC. The report shall be submitted to the ACCJC a minimum of 45 days prior to the team visit.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: November 26, 2007

Dates Revised: August 13, 2012; April 29, 2014

General Institution

AP 3205 PROGRAM ACCREDITATION

References:

- Accreditation Eligibility Requirement 21;
- Accreditation Standard IV.B.1.i

Prior to seeking initial accreditation by any agency that accredits special programs, the program shall obtain institutional approval to pursue external accreditation. Institutional approval shall require the program to submit the following information to the Vice President of Academic Affairs:

- Accrediting agency name and purpose
- Fees and/or other costs associated with the accreditation process
- Rationale for seeking external program accreditation
- Any other information requested by the Vice President of Academic Affairs and/or the President/Superintendent

Once approval to seek and/or renew external accreditation is granted by the Vice President of Academic Affairs, each program seeking or renewing external accreditation shall, in accordance with the processes and standards of the agencies that accredit special programs, prepare all required reports on time and host any required visits by representatives of the accrediting agency.

Upon completion of the accreditation process, each program participating in external accreditation shall provide the following information to the Vice President of Academic Affairs:

- Copies and/or summaries of reports prepared by the accrediting agency
- Information about actions taken by the agency with respect to accreditation of the program
- Information about actions to be taken by the program as a result of the accreditation process and/or report

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: November 26, 2007
Date Revised: August 13, 2012

General Institution

AP 3250 INSTITUTIONAL PLANNING

References:

ACCJC Accreditation Standards I.B.9, III.B.4, III.C.2, III.D.2, IV.B.3, and IV.D.5
(formerly I.B);

Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55510, and
56270 et seq.

The District's planning process shall occur through the College Committee on Planning and Budget, a shared governance committee with representation from management, faculty, classified staff, and students, which shall review, evaluate and revise the District's comprehensive institutional plans. The committee shall also develop, review, and revise the District's integrated planning and resource allocation processes.

The District's institutional planning process requires all units to develop annual plans and to undergo program review at least every six years.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: November 26, 2007

General Institution

AP 3280 GRANTS

Reference:

Education Code, Section 70902

Prior to applying for any grant, the Division, Department, Program, faculty, or classified staff member must prepare a concept paper two weeks prior to approval by the Executive Council when possible describing:

- the opportunity, problem or need that the grant proposes to address
- a brief description of the project
- a brief summary of the objectives and activities of the project
- how the proposed project supports the District's mission and/or strategic plan goals
- the funding source
- the amount being requested
- required match, if any, and the proposed source
- the time period of the project
- partners, if any, in the grant application
- amount of indirect costs that would be provided to the District
- amount of staff time, including reassigned time, required in the grant proposal
- any space and/or other facilities requirements in the proposal
- the anticipated impact on all other college offices, such as Research and Planning, Information Technology, Facilities, etc.
- plans, if required and/or desired, for institutionalization

The concept paper must be promptly submitted to the appropriate Vice President and then to the College Executive Council whose members will quickly review the paper for possible further development of the grant proposal.

When notification of a grant award is received, the Project or Grant Manager shall prepare a Board of Trustees agenda item requesting acceptance of funding.

Offices(s) of Primary Responsibility: Vice President, Academic Affairs and/or
Vice President, Student Services as appropriate

Date Approved: November 26, 2007

Date Revised: November 19, 2018

General Institution

AP 3300 PUBLIC RECORDS

References:

Government Code, Sections 6250 et seq.

Members of the public may request to inspect or copy public records. A request by a member of the public may be delivered by mail or in person to the President/ Superintendent or designee.

Any request shall identify with reasonable specificity the records that are sought. If additional information is needed, the custodian of the records and/or the President/ Superintendent or designee may request it be provided in writing.

Any request to inspect records shall be made sufficiently in advance of the date of inspection to allow staff members time to assemble the records and identify any records that may be exempt from disclosure.

Records that are exempt from disclosure under the Public Records Act or any other provision of law, including the federal Family Educational Rights and Privacy Act (F.E.R.P.A.) and state laws protecting the privacy of student records and the federal Health Insurance Portability and Accountability Act (H.I.P.A.A.) and other laws protecting the privacy of health records, may not be inspected or copied by members of the public. Social security numbers must be redacted from records before they are disclosed to the public.

Within ten days, the custodian of the records and/or the President/Superintendent or designee, will determine whether or not the records can be produced and will communicate the determination to the member of the public requesting the record(s).

As there are more than one hundred disclosure exemptions contained in California law, questions about whether a record is exempt from disclosure may be referred to legal counsel.

The most common exemptions pertaining to community colleges include:

- Student records. (Education Code, Section 76243)
- Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business, provided that the public interest in withholding the records clearly outweighs the public interest in disclosure. (Government Code, Section 6254(a))

- Records pertaining to pending litigation or to claims until the pending litigation or claim has been finally adjudicated or otherwise settled. (Government Code, Section 6254(b))
- Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy. (Government Code, Section 6254(c))
- Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination (except for standardized tests provided for by Education Code, Sections 99150 et seq.). (Government Code, Section 6254(g).)
- The contents of real estate appraisals or engineering or feasibility estimates and evaluations relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. (Government Code, Section 6254(h)).
- Internet posting of home address or telephone numbers of locally elected officials. (Government Code, Section 6254.21)
- Home addresses, home telephone number, cellular phone number, and date of birth of employees of a school district or county office of education (other than to an agent or family member of the employee, to an officer of another school district when necessary, to an employee organization, or to an agency or employee of a health benefit plan). (Government Code, Section 6254.3)
- Personal email addresses (other than to an agent or family member of the employee, to an officer of another school district when necessary, to an employee organization, or to an agency or employee of a health benefit plan) unless the email address is used by the employee to conduct public business, or necessary to identify a person in an otherwise disclosable communication. (Government Code Section 6254.3(b))
- Records regarding alternative investments (i.e. an investment in a private equity fund, venture fund, hedge fund, or absolute return fund; limited partnership, limited liability company or similar legal structure) involving public investment funds, unless already publicly released by the keeper of the information.
- Information security records, if disclosure of such records would reveal vulnerabilities to or otherwise increase the potential for an attack on the District's information technology system.
- Identification number, alphanumeric character, or other unique identifying code that a district uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identification number, alphanumeric character, or other unique identifying code is used in a public bidding or an audit involving the public agency. (Government Code Section 6254.33)

Office of Primary Responsibility: President/Superintendent

Date Approved: November 26, 2007

Dates Revised: June 18, 2008; March 28, 2011

General Institution

AP 3310 RECORDS RETENTION AND DESTRUCTION

References:

- Title 5, Sections 59020 et seq.;
- Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

The College shall adhere to the following in carrying out its records retention and destruction responsibilities:

- “Records” means all records, maps, books, papers, data processing output, and documents of the District required by Title 5 to be retained, including but not limited to records created originally by computer and “electronically stored information” (“ESI”), as that term is defined by the Federal Rules of Civil Procedure.
- The Vice President, Business Services shall supervise the classification and destruction of records, including ESI.
- Preservation of records, including ESI.
- Preservation of records, including ESI, that are relevant to actual or potential litigation pursuant to the Federal Rules of Civil Procedure.
- Compliance with the Federal Rules of Civil Procedure and shall produce relevant ESI in the form in which it is ordinarily maintained or readily usable.
- Submission on a periodic basis of a report to the Board of Trustees regarding the classification and destruction of records, including ESI.
- Records shall be classified as required by Title 5 and other applicable statutes, state, and federal regulations.
- Records shall annually be reviewed to determine whether they should be classified as Class 1 – Permanent, Class 2 – Optional, or Class 3 – Disposable (as defined in Title 5).
- Class 3 – disposable records shall be maintained for the period required by applicable law or regulation, but in any event shall be retained for at least three college years after the year in which they were originally created.
- Destruction shall be carried out by any method that assures the record is permanently destroyed, e.g. shredding, burning, and/or pulping.

Office of Primary Responsibility: President/Superintendent

Date Approved: November 26, 2007

Date Revised: June 18, 2008

General Institution

AP 3410 NONDISCRIMINATION

References:

Education Code, Sections 200 et seq., 66250 et seq., and 72010 et seq.;

Penal Code, Sections 422.55 et seq.;

Title 5, Sections 59300 et seq.;

ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation

Standard Catalog Requirements (*formerly Accreditation Standard II.B.2.c*)

The District shall provide access to its services, facilities, classes, activities, and programs in such a way that does not differ on the basis of 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 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.

All courses, including noncredit classes, shall be conducted in such a way that does not differ on the basis of the gender of the student enrolled in the classes. As defined in the Penal Code, "gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

The District shall not prohibit any student from enrolling in any class or course on the basis of gender.

Academic staff, including but not limited to counselors, instructors, and administrators, shall not offer program guidance to students which differs on the basis of gender.

Insofar as practicable, the District shall offer opportunities for participation in athletics equally to male and female students.

Complaints regarding discrimination in programs and services will be directed to the Vice President of Human Resources or designee for processing pursuant to appropriate state and federal laws and regulations.

Employment

References:

Education Code, Sections 87100 et seq.;
Title 5, Sections 53000 et seq.;
Government Code, Sections 11135 et seq. and 12940 et seq.
Title 2 Sections 10500 et seq.

The District shall provide equal employment opportunities to all applicants and employees without regard to national origin, religion, age, sex, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, 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.

All employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria as well as be responsive to the District's needs.

Complaints regarding discrimination in employment will be directed to the Vice President of Human Resources or designee for processing pursuant to appropriate state and federal laws and regulations.

It is unlawful to discriminate against a person who serves in an unpaid internship or any other limited-duration program to provide unpaid work experience in the selection, termination, training, or other terms and treatment of that person on any the basis of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Office of Primary Responsibility: Vice President, Human Resources

Date Approved: November 26, 2007

Dates Revised: December 10, 2008; August 27, 2012; August 26, 2013; April 29, 2014; November 19, 2018

General Institution

AP 3411 ACCESSIBILITY OF INFORMATION AND COMMUNICATION TECHNOLOGY

References:

36 CFR, Sections 1194.1 and 1194.2;
Government Code, Sections 7405, 11135, and 11546.7;
Title 5, Sections 59300, et seq.;
CCCCO Information and Communication Technology and Instructional Materials
Accessibility Standard

Information and communication technologies (ICT) are the primary means by which Cerritos College provides information to students, faculty, staff, and other constituents. The need to ensure accessibility to all members of the campus community is critical as more administrative services and learning environments are based on ICT. It is also a part of the District's ongoing commitment to establishing a barrier-free learning community, or universal access, to all individuals.

The California Community Colleges Chancellor's Office is committed to ensuring equal access to instructional materials and ICT for all, and particularly for individuals with disabilities in a timely manner. In accordance with California Government Code §7405, §Government Code §11135, Government code §11546.7, and best practices, the CCCCCO and CCC will comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973.

Individuals with disabilities are guaranteed access to educational institutions and systems of communication under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Amendments to Section 508 of the Rehabilitation Act and Telecommunications Act Accessibility Guidelines under Section 255 of the Communications Act of 1934 clarify accessibility requirements for ICT developed, procured, maintained, or used by federal agencies.

The revised technical requirements include criteria to ensure that computer hardware, software, websites, telecommunications products, electronic documents, and support documentation and services are accessible to people with disabilities. When an accessible product is not readily available, an equally effective accommodation plan shall be devised.

Please refer to AP 3720 titled Computer and Network Use and AP 6365 titled Contracts – Accessibility of Information and Communication Technology for District procedures for obtaining and using information and communication technology.

35 Furthermore, California Government Code Section 7405 states the following:

36 (1) In order to improve accessibility of existing technology, and therefore increase the
37 successful employment of individuals with disabilities, particularly blind and
38 visually impaired and deaf and hard-of-hearing persons, state governmental
39 entities, in developing, procuring, maintaining, or using electronic or information
40 technology, either indirectly or through the use of state funds by other entities, shall
41 comply with the accessibility requirements of Section 508 of the Rehabilitation Act
42 of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that
43 act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations.

44 (2) Any entity that contracts with a state or local entity subject to this section for the
45 provision of electronic or information technology or for the provision of related
46 services shall agree to respond to, and resolve any complaint regarding
47 accessibility of its products or services that is brought to the attention of the entity.

48 Complaints regarding accessibility of ICT should be submitted online at
49 www.cerritos.edu/dsps-complaint.

50 Also refer to BP 3720 and AP 3720 titled Computer and Network Use and AP 6365 titled
51 Contracts – Accessibility of Information and Communication Technology.

52 Office of Primary Responsibility: President/Superintendent

Date Approved: July 15, 2015
Date Revised: November 19, 2018

General Institution

AP 3412 504/ADA ACADEMIC ACCOMMODATIONS AND COMPLAINTS

References:

Sections 504 and 508 of the Rehabilitation Act of 1973;
Americans with Disabilities Act of 1990

Cerritos College prohibits discrimination against any person, on the basis of a physical or mental disability, in any program or activity of the college. Any student or applicant for admission who believes he or she, or any individual, has been subject to a discriminatory action on the basis of a physical or mental disability, including harassment, may file a complaint through the following procedures. An individual may also file a complaint directly with the United States Department of Education Office for Civil Rights.

Step I Informal Complaint Procedure

The complaining party should first discuss the complaint with the individual(s) involved or with the Section 504/ADA Coordinator, except if the complaint is against the Coordinator or someone or something under the Coordinator's supervision, in which case the complaint should be discussed with the Diversity/Compliance/Title IX Officer. The 504/ADA Coordinator or Diversity/Compliance/Title IX Officer will contact all parties concerned and attempt to reach some resolution of the problem. If the complaint cannot be informally resolved within ten working days, the complaining party may then proceed to file a formal complaint. At the time the complaint is raised, the complaining party will be informed that the informal complaint procedure is optional.

The Section 504/ADA Coordinator may be contacted in the Office of Human Resources at 562-860-2451, ext. 2276.

The Diversity/Compliance/Title IX Officer may be contacted in the Office of Human Resources and at 562-860-2451, ext. 2276.

Step II Formal Complaint Procedure

In the event the complaint is not resolved by the 504/ADA Coordinator or the Diversity/Compliance/Title IX Officer at Step I, or if the complainant chooses not to pursue the informal complaint process, the complainant may follow the procedure provided in AP 3435 beginning at "Intake and Processing of the Complaint" with the Vice President of Human Resources and/or designee. AP 3435 shall be utilized to provide for the formal complaint procedure regarding the District's 504/ADA Complaint Procedure.

Offices of Primary Responsibility: Vice President, Student Services
Vice President, Human Resources

Date Approved: April 11, 2016
Date Revised: December 3, 2018

General Institution

AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

References:

- Education Code, Sections 87100 et seq.;
- Title 5, Sections 53000 et seq. and Sections 59320 et seq.;
- ACCJC Accreditation Standard III.A.11

Equal Employment Opportunity (EEO) Plan

The District's Diversity and Equal Employment Opportunity Advisory Committee (DEEOAC) will develop the District's EEO Plan under the direction of the President/Superintendent and with input from all college constituent groups. The District shall develop the EEO Plan no later than the date specified by the state Chancellor's Office.

The District's EEO Plan will be a written document which describes the District's EEO program. The EEO Plan shall comply with Title 5 requirements and shall include:

- the District's Employment Selection Procedures developed in accordance with BP 2510 titled Participation in Local Decision-Making;
- the procedure for filing complaints and the person with whom such complaints are to be filed;
- a process for notifying all District employees of the provisions of the plan and the policy statement required;
- a Diversity Plan
- annual reporting requirements;
- the District's program for the promotion of workforce diversity; and
- additional steps that address Title 5 requirements.

The plan shall be a public record.

The District will make a continuous good faith effort to comply with the requirements of the plan.

Annual Reporting

An annual demographic report shall be provided to the state Chancellor's Office on the results of the District's annual survey of employees, which meets Title 5 requirements. An annual report on the status of diversity in District Employment Selection Procedures will be prepared and presented to the DEEOAC, the Board of Trustees and the state Chancellor's Office.

Districts shall review the annually collected demographic data to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. For the purposes of this subdivision, the phases of the employment process include but are not limited to recruitment, hiring, retention and promotion. The information to be reviewed shall include, but need not be limited to:

- longitudinal analysis of data regarding job applicants to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool, to the qualified applicant pool; and
- analysis of data regarding potential job applicants, to the extent provided by the State Chancellor, which may indicate significant underrepresentation of a monitored group.

Diversity and Equal Employment Opportunity Advisory Committee

The District shall establish and maintain a Diversity and Equal Employment Opportunity Advisory Committee (DEEOAC) which will include a diverse membership and represent all college constituent groups. The responsibilities of the Committee will include but not be limited to the following:

- receive training in all of the following: applicable Title 5 regulations and of state and federal nondiscrimination laws; the educational benefits of workforce diversity, the identification and elimination of bias in hiring decisions; and the role of the advisory committee in carrying out of the District's EEO Plan;
- review and advise on employment election procedures, selection committee and process monitor training, recruitment efforts, and processes that impact the District's ability to attract and retain a diverse faculty and staff;
- recommend special training or staff development needs, including sexual harassment training, to the President/Superintendent;
- review the EEO Plan and programs, and monitor their implementation;
- recommend changes needed in the EEO Plan and programs; and
- review the annual written report to the President/Superintendent, the Board of Trustees and the state Chancellor's Office, and analyze any pertinent data.

Employment Procedures

Identification of Positions – Recruitment and Hiring

The District's Educational Master Plan and this Administrative Procedure, which will be included in the District's EEO Plan, will guide the identification of positions that the District will fill in any fiscal year.

Identification of Management Positions to be Filled

Recruitment for a Vacated Position

When a management position is vacated, the manager who supervises the position analyzes the needs of the division/area supervised by the vacated position, the division/area plan, and the Educational Master Plan. If the supervising manager determines that there is a need to continue the position, the manager will complete an Employment Request Form and a brief justification for the need to continue the position,

and submit to the appropriate Vice President. The Executive Council will then review the request and determine whether the position will be filled and the timing for the recruitment.

Recruitment for a New Management Position

1. When a supervising manager or administrator (President/Vice President) determines that there is a need for a new management position to manage a division/area/program, the supervising manager or administrator will write a justification for the position that will be presented to Executive Council for review. The justification should include: a budget analysis indicating the cost and funding source(s) for the position, an analysis of the need in the division/area/program that requires the management position, and the goals and objectives of the Educational Master Plan that will be enhanced, realized or advanced by the management position. The justification for the position may be presented as part of a unit/division plan or a direct request to Executive Council, if the need for the position emerges outside of the timing for the regular planning process.
2. If Executive Council determines that the new management position proposed by the unit/division plan, supervising manager, or administrator is consistent with the District's Educational Master Plan's goals and objectives and is fiscally feasible, it will direct the supervising manager or administrator to prepare a proposed job description for review by Human Resources. After review, Human Resources will place the proposed job description and justification on the Board Agenda with consultation from the appropriate manager or administrator. Upon Board approval, Executive Council will direct the timing of the recruitment for the position.
3. The District may apply for a grant which provides funding for a new management position for the grant funds/program. In this case, the job description will be developed in the grant application process in collaboration with Human Resources. Upon receipt of grant funding, a job description will be placed on the Board Agenda for approval. The recruitment for this position will indicate that continued employment is contingent on continued grant and/or alternate funding.

Identification of Full-Time Faculty Positions to be Filled

Recruitment for Full-Time Faculty Positions

1. During the Fall semester of each year, the District determines the District's full-time faculty recruitments for that academic year. The procedure is guided by the Educational Master Planning process.
 - Each Fall semester, as part of the Program Review Planning process, department chairs will indicate new hire requests in Program Review Plus.
 - The following Spring, faculty and managers who have indicated a new hire request as part of Program Review Plus fill out and submit a faculty position request form to the Faculty Hiring Prioritization (FHP) Committee, using

relevant data and a narrative justifying the need for a fulltime position. Department chairs and managers will work together to submit the request for new faculty. Divisions will not rank faculty requests.

- A list of all faculty requests will be forwarded to the Faculty Senate by the co-chairs of the FHP Committee.
- Requests for new faculty not submitted through Program Review Plus are not eligible for ranking by the FHP Committee, no exceptions.
- Early in the Fall semester, the Faculty Hiring Prioritization Committee will review and evaluate the requests based on the specified criteria (See New Faculty Request Form and Directions).
- All faculty requests will be ranked, regardless of how many positions may be available.
- New faculty requests will be ranked using the FHP Norming Model.
- In addition to the norming model, the FHP Committee members will score qualitative questions. Scores from the qualitative forms will be averaged and added to the Norming Model scores to create the prioritized list for recommendation.
- The prioritization list will be forwarded to the Executive Council for action. The list will also be forwarded as an information item only to the Faculty Senate and Planning and Budget Committee.
- The Executive Council considers the FHP Committee Faculty Priority List, the District's budget, the District's Faculty Obligation Number (FON), current staffing, and the Educational Master Plan goals and objectives to finalize the full-time faculty positions on the list in the recommended order for which the District will begin recruiting.
- The President/Superintendent acts on the Executive Council's recommendations and forwards positions to the District as appropriate. Should the President/Superintendent override any of the ranked positions, he or she must present a written explanation of that decision to the FHP Committee, Faculty Senate, and Planning and Budget.

Identification of Classified/Confidential Position to be Filled

Recruitment for a Vacated Classified/Confidential Position

1. When a classified/confidential position is vacated, the manager who supervises the position must, at a minimum, analyze: (1) the needs of the division/area in which the vacancy occurs, (2) the budget for the division/area, (3) the division/unit plans and (4) the Educational Master Plan. If the supervising manager determines that there is a need to continue the position, he/she will submit an Employment Request Form and a brief justification for the need to continue the position to the appropriate Vice President or President/Superintendent.
2. The Vice President or President/Superintendent will prioritize all requests to fill vacated classified/confidential positions in his/her area. The prioritized list and justification will be presented to Executive Council.

- 159 3. Executive Council will review the requests and the prioritized lists of positions to
160 determine if a position will be filled, if an in-house recruitment is appropriate and
161 the timing for any approved recruitments.

162 ***Recruitment for a New Classified/Confidential Position***

163 When a unit/division identifies the need for additional classified/confidential staff through
164 the program review and/or unit planning processes, the justification for the position must
165 be included in the unit and/or division plan. The request will be prioritized through the
166 planning process and resources identified to support the position. The division/area will
167 be notified of the allocation and the supervising manager will complete an Employment
168 Request Form to initiate recruitment.

169 **Job Descriptions**

170 Every job description will provide a general statement of job duties and responsibilities.
171 Job descriptions will be accessible to all applicants.

172 Job descriptions will contain minimum qualifications for the position.

- 173 • Minimum qualifications for faculty shall, at least, comply with State minimum
174 qualifications and any Board approved local standards.
- 175 • Minimum qualifications for management positions shall comply with mandates of
176 the Education Code and any Board approved standards.

177 Job descriptions will contain a statement of bona fide essential functions.

178 **Recruitment**

179 The District will follow the recruitment procedures contained in the District's
180 Employment Selection Procedures within the District's EEO Plan.

181 The application for employment will afford each applicant an opportunity to identify
182 himself/herself voluntarily as to gender, ethnicity and, if applicable, his/her disability.
183 This information will be maintained in confidence and will be used only for research,
184 validation, monitoring, evaluation of the effectiveness of the EEO Plan, or as authorized
185 by law.

186 The District shall maintain records of the diversity at designated stages of the
187 recruitment as specified in Title 5 regulations and the District's EEO Plan. The District
188 will use this information to inform its recruitment and selection programs.

189 **Screening and Selection**

190 The District shall follow mandates of the Education Code, Title 5 regulations, the
191 District's EEO Plan and the District's Employment Selection Procedures in employment
192 of all faculty and staff.

193 **Delegation of Authority**

194 The District has designated the Director of Diversity, Compliance, and Title IX
195 Coordinator with overseeing the day-to-day implementation of the EEO Plan and its

196 programs and with the implementation of AP 3435 titled Discrimination and Harassment
197 Investigations.

198 **Complaint Procedure**

199 The District will follow AP 3435 titled Discrimination and Harassment Investigations in
200 addressing such complaints in the employment process.

201 **Job Announcements**

202 All job announcements will contain a statement in substantially the following form: The
203 District is an equal opportunity employer. The District is strongly committed to achieving
204 staff diversity and the principles of equal opportunity employment. The District
205 encourages a diverse pool of applicants and does not discriminate on the basis of race,
206 color, national origin, ancestry, sex or gender, gender identify, sexual orientation, age,
207 religion, marital status, disability, medical conditions, or status as a Vietnam-era veteran
208 in any of its employment policies, practices, or procedures.

209 **Dissemination and Revision of the EEO Plan**

210 All managers will be given copies of the EEO Plan and any updates or revisions that
211 may occur over time. The EEO Plan will be accessible to the campus community
212 online. The EEO Plan will be provided to the Faculty Senate and the exclusive
213 representatives of any units of employees.

214 Statements of nondiscrimination will be posted in the Human Resources Office, on its
215 web page and distributed to employees annually.

216 The EEO Plan shall be reviewed at least every three years and, if necessary, revised
217 and submitted to the state Chancellor's Office within 90 days of the effective date of the
218 revision or amendment(s). If the Chancellor determines that a district's policies are not
219 in compliance with Title 5, the Chancellor may require the District to modify its policies.

220 **Accountability and Corrective Action**

221 The District shall certify annually to the State Chancellor that they have timely:

- 222 • Recorded, reviewed and reported the data required regarding qualified applicant
223 pools;
- 224 • Reviewed and updated, as needed, the Strategies Component of the district's
225 EEO Plan; and
- 226 • Investigated and appropriately responded to formal harassment or discrimination
227 complaints filed pursuant to subchapter 5 (commencing with section 59300) of
228 chapter 10 of this division.

229 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: January 31, 2011
Date Revised: December 10, 2018

General Institution

AP 3430 PROHIBITION OF HARASSMENT

References:

Education Code Sections 212.5, 44100, and 66281.5;
Government Code Section 12940;
Title 2 Sections 10500 et seq.;
Title IX, Education Amendments of 1972; Title 5 Sections 59320 et seq.;
Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.

This procedure and the related policy protects students and employees in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.

Definitions

General Harassment: Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or military and veteran status, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where, in aggregate, the incidents are sufficiently pervasive, persistent, or severe that a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.

Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition:

Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race nationality, sexual orientation or other protected status.

Physical: Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures. It also includes any physical assault or intimidation directed at an individual due to that person's gender, race, national origin, sexual orientation or other protected status. Physical sexual harassment includes acts of sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability.

Visual or Written: The display or circulation of visual or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

Environmental: A hostile academic or work environment may exist where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group based on gender, race, nationality, sexual orientation or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his/her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

Sexual Harassment: In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from, or in, the work or educational setting when:

- submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress;
- submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual;
- the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or educational environment (as more fully described below); or
- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.

This definition encompasses two kinds of sexual harassment:

"Quid pro quo" sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.

"Hostile environment" sexual harassment occurs when unwelcome conduct based on a person's gender is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile. A single or isolated incident of sexual harassment may be sufficient to create a hostile environment if it is severe, i.e. a sexual assault.

Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

Consensual Relationships

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that such relationships do occur, the District has the authority to transfer any

115 involved employee to eliminate or attenuate the supervisory authority of one over the
116 other, or of a teacher over a student. Such action by the District is a proactive and
117 preventive measure to avoid possible charges of harassment and does not constitute
118 discipline against any affected employee.

119 **Academic Freedom**

120 No provision of this Administrative Procedure shall be interpreted to prohibit conduct that
121 is legitimately related to the course content, teaching methods, scholarship, or public
122 commentary of an individual faculty member or the educational, political, artistic, or
123 literary expression of students in classrooms and public forums. Freedom of speech and
124 academic freedom are, however, not limitless and this procedure will not protect speech
125 or expressive conduct that violates federal or California anti-discrimination laws.

126 Also see BP 3430 titled Prohibition of Harassment, AP 3435 titled Discrimination and
127 Harassment Investigations, BP 5500 titled Standards of Conduct, and AP 5520 titled
128 Student Discipline Procedures

129 Office of Primary Responsibility: Vice President, Human Resources

Date Approved: November 18, 2013

Dates Revised: April 29, 2014

(Replaces former Cerritos CCD Policy 7027)

General Institution

AP 3435 DISCRIMINATION AND HARASSMENT INVESTIGATIONS

References:

Education Code, Section 66281.5;
Government Code, Section 12950.1;
Title 5, Sections 59320, 59324, 59326, 59328, and 59300 et seq.;
34 C.F.R., Section 106.8(b)

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this procedure, and will not be tolerated.

These complaint procedures apply to complaints alleging discrimination, harassment, or retaliation on the basis of 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 an individual 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. See also Board Policy and Administrative Procedure 3410 titled Nondiscrimination and Administrative Procedure 3430 titled Prohibition of Harassment.

Filing a Timely Complaint: Since failure to report discrimination, including harassment, impedes the District's ability to stop the behavior, the District strongly encourages anyone who believes he or she has been or is being harassed or discriminated against to file a complaint. The District also strongly encourages the filing of such complaints within thirty (30) days of the alleged incident. While all complaints are taken seriously and will be reviewed, assessed, and investigated promptly as appropriate, delay in filing impedes the District's ability to investigate and remediate.

All managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive or intimidating work environment; and acts of retaliation.

The District will investigate complaints involving acts that occur off campus if they are related to an academic or work activity.

Communicating that the Conduct is Unwelcome: The District further encourages students and employees who believe they are being subjected to harassment to let the

offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.

Oversight of Complaint Procedure: The Vice President of Human Resources is the "responsible District officer" charged with receiving complaints of discrimination, including harassment, and coordinating their investigation.

The actual investigation of complaints may be assigned by the Vice President of Human Resources to other staff or to outside persons or organizations under contract with the District. This shall occur whenever the Vice President of Human Resources is named in the complaint or implicated by the allegations in the complaint.

Who May File a Complaint: Any student, employee, or third party who believes he/she or any individual has been discriminated against or harassed by a student, employee, or third party in violation of this procedure and the related policy.

Where to File a Complaint: A student, employee, or third party who believes he/she or any individual has been discriminated against or harassed in violation of this policy and these procedures, or that a student has been subjected to discrimination, including harassment, or who has witnessed or has knowledge of such discrimination, may make a complaint orally or in writing, within one year of the date of the alleged harassment or the date on which the complainant knew or should have known of the facts underlying the complaint. In accordance with timeline mandates, complaints filed after one year will be accepted and addressed as applicable, however, delays in filing impedes the District's ability to investigate and remediate promptly.

If a complainant decides to file a formal written unlawful discrimination or harassment complaint against the District, he/she may file the complaint on a form prescribed by the State Chancellor's Office. These approved forms are available from the Vice President of Human Resources and at the following URL:

<http://extranet.cccco.edu/Divisions/Legal/Discrimination.aspx>

The completed form must be filed with any of the following:

- the Vice President of Human Resources;
- the Vice President of Student Services
- the President's Office; and/or
- the State Chancellor's Office.

Employee complainants shall be notified that they may file employment discrimination complaints with the U.S. Equal Employment Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

Complaints filed with the EEOC and/or the DFEH should be forwarded to the State Chancellor's Office.

Any District employee who receives an alleged harassment or discrimination complaint shall notify the Vice President of Human Resources immediately.

The District prohibits all forms of discrimination, intimidation, or harassment against any individual who files or otherwise participates in the filing or investigation of a complaint of discrimination. Persons who believe they have been subjected to retaliation may file a complaint under these procedures.

Intake and Processing of the Complaint: Upon receiving notification of an alleged harassment or discrimination complaint, the Vice President of Human Resources and/or designee shall:

- Undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling and/or training, etc.
- Advise the complainant that he/she need not participate in an informal resolution of the complaint, as described above, and has the right to end the informal resolution process at any time. Mediation is not appropriate for resolving incidents involving sexual violence.
- Advise complainants that he/she may file a complaint with the Office of Civil Rights (OCR) of the U.S. Department of Education and employee complainants may file a complaint with the California Department of Fair Employment and Housing. All complainants should be advised that they have a right to file a complaint with local law enforcement. They also should be advised of their option to be accompanied by a support person throughout the process. The District must respond even if the complainant files a complaint with local law enforcement. In addition, the District should ensure that complainants are aware of any available resources, such as counseling, health, and mental health services. The Vice President of Human Resources or designee shall also notify the State Chancellor's Office of the complaint when required by law.
- Take interim steps to protect a complainant from coming into contact with an accused individual, especially if the complainant is a victim of sexual violence. The Vice President of Human Resources should notify the complainant of his or her options to avoid contact with the accused individual and allow students to change academic situations as appropriate. For instance, the District may prohibit the accused individual from having any contact with the complainant pending the results of the investigation. When taking steps to separate the complainant and accused individual, the District shall minimize the burden on the complainant. For example, it is not appropriate to remove complainants from classes or housing while allowing accused individuals to remain.
- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. When complainants opt for informal resolution, the Vice President of Human Resources or designee will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigation process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.

- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.
- Set forth the results of the investigation in a written report. The written report shall include an explanation of the District's investigative process, a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether the preponderance of the evidence establishes that discrimination did or did not occur with respect to each allegation in the complaint and the reasons for that finding, a description of actions the District will take to prevent similar conduct, the proposed resolution of the complaint, the complainant's right to appeal to the District's Board of Trustees, and if the complainant is a student, the right to appeal to the State Chancellor. If the complainant is an employee, the report shall include the right to file an administrative complaint with the Department of Fair Employment and Housing. The report may contain any other appropriate information.
- Provide the complainant and accused with a copy or summary of the investigative report within ninety (90) days from the date the District received the complaint. The complainant and accused shall also be provided with a written notice setting forth the determination of the President/Superintendent or designee as to whether harassment or other discriminatory conduct did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the parties' rights to appeal to the Board of Trustees and the State Chancellor's Office. The results of the investigation and the determination as to whether harassment or other discriminatory conduct occurred shall also be reported to the accused, and the appropriate academic or administrative official(s). Reports to the complainant shall be prepared so as not to violate any applicable privacy rights of the accused.

Investigation of the Complaint: The District shall promptly investigate every complaint of harassment or discrimination. No claim of workplace or academic harassment or discrimination shall remain unexamined. This includes complaints involving activities that occur off campus and in connection with all of the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, on a District bus, or at a class or training program sponsored by the District at another location.

As set forth above, where the complainant opts for an informal resolution, the Vice President of Human Resources may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee absolute confidentiality because release of some information on a "need-to-know-basis" is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the

following factors: the seriousness of the alleged harassment; the complainant's age; whether there have been other harassment complaints about the same individual; and the accused individual's rights to receive information about the allegations if the information is maintained by the District as an "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.

Investigation Steps: The District will fairly and objectively investigate harassment and discrimination complaints. Employees designated to serve as investigators under this policy shall have adequate training on what constitutes sexual harassment, including sexual violence, and/or the form of discrimination alleged in the complaint, and on how the District's grievance procedures operate. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially.

Investigators will use the following steps: interviewing the complainant(s); interviewing the person who was the subject of the discrimination if different; interviewing the accused individual(s); interviewing anyone who witnessed the reported discrimination; interviewing individuals identified as having relevant information; identifying and interviewing witnesses and evidence identified by each party; identifying and interviewing any other witnesses, if needed; reminding all individuals interviewed of the District's no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing any records, notes, memoranda, correspondence, or statements related to the discrimination complaint, and personnel/academic files of all involved parties; reaching a conclusion as to the allegations and any appropriate disciplinary and remedial action; and seeing that all recommended action is carried out in a timely fashion. When the District evaluates the complaint, it shall do so using a preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that discrimination or harassment has occurred.

Timeline for Completion: The District will undertake its investigation as promptly and swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within sixty (60) to ninety (90) days of the District receiving the complaint.

Cooperation Encouraged: All employees and students are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment or any other form of discrimination is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

Discipline and Corrective Action

If harassment, discrimination and/or retaliation occurred in violation of Board Policy or this procedure, the District shall take disciplinary action against the accused and will take steps to stop the discrimination, prevent recurrence, and remedy discriminatory effects on the complainant and others, if appropriate. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies for the complainant might include, but are not limited to:

- providing an escort to ensure that the complainant can move safely between classes and activities;
- ensuring that the complainant and alleged perpetrator do not attend the same classes or work in the same work area;
- preventing offending third parties from entering campus;
- providing counseling services;
- providing medical services;
- providing academic support services, such as tutoring;
- arranging for a student complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record;
- reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the complainant being disciplined;
- providing any services denied as a result of discrimination; and
- reviewing a grade awarded as a result of discrimination.

If discipline is imposed, the nature of the discipline will not be communicated to the complainant. However, the District may disclose information about the sanction imposed on an individual who was found to have engaged in harassment or other discrimination when the sanction directly relates to the complainant; for example, the District may inform the complainant that the harasser must stay away from the complainant.

Disciplinary actions against employees and students will conform to all relevant statutes, regulations, personnel and student policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District shall also take reasonable steps to protect the complainant from further harassment, and/or discrimination, and to protect the complainant and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation.

The District will ensure that complainants and witnesses know how to report any subsequent problems, and should follow-up with complainants to determine whether any retaliation or new incidents of harassment have occurred. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.

If the District cannot take disciplinary action against the accused individual because the

complainant refuses to participate in the investigation, it should pursue other steps to limit the effects of the alleged harassment and prevent its recurrence.

Appeals

If the District imposes discipline against a student or employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary decision.

If the complainant is not satisfied with the results of the administrative determination, he/she may, within fifteen (15) days of issuance of the determination to the complainant by the District, submit a written appeal to the Board of Trustees. The Board of Trustees shall review the original complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within forty-five (45) days after receiving the appeal. A copy of the decision rendered by the Board of Trustees shall be forwarded to the complainant and to the State Chancellor's Office. The complainant shall also be notified of his/her right to appeal this decision.

If the Board of Trustees does not act within forty-five (45) days the administrative determination shall be deemed approved by default and shall become the final decision of the District in the matter.

In any case not involving employment discrimination, the complainant shall have the right to file a written appeal with the State Chancellor's Office within thirty (30) days after the Board of Trustees issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.

In any case involving employment discrimination, including workplace harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the Department of Fair Employment and Housing. In such cases, the complainant may also file a petition for review with the State Chancellor's Office within thirty (30) days after the Board of Trustees issues the final decision or permits the administrative decision to become final.

Within one hundred fifty (150) days of receiving a formal complaint which does not involve employment discrimination, the District shall forward to the State Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Board of Trustees or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his/her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten (10) days prior to the expiration of the deadline.

Dissemination of Policy and Procedures

Board Policy and Administrative Procedures related to harassment will include information that specifically addresses sexual violence. District policy and procedures will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be posted on campus and on the District's website.

When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the course catalogs, class schedules and orientation materials for new students.

Training

The District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all management employees once every two years. All new management employees must be provided with the training and education within six months of their assumption of a management position.

The training and education required by this procedure shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing managers in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

Training of all staff shall be conducted. This includes counselors, faculty, health personnel, law enforcement officers, coaches, and all staff who regularly interact with students. Training for academic staff should emphasize environmental harassment in the classroom. The District will also provide training to students who lead student organizations. The District should provide copies of the sexual harassment policies and training to all District law enforcement unit employees regarding the grievance procedures and any other procedures used for investigating reports of sexual violence.

In years in which a substantive policy or procedural change has occurred, all District employees will attend a training update and/or receive a copy of the revised policies and procedures.

Participants in training programs will be required to sign a statement that they have either understood the policies and procedures, their responsibilities, and their own and the District's potential liability, or that they did not understand the policy and desire further training.

Education and Prevention for Students

In order to take proactive measures to prevent sexual harassment and violence toward students, the District will, under the direction of the Director of Diversity, Compliance, and

319 Title IX, provide preventive education programs and make victim resources, including
320 comprehensive victim services, available. The District will include such programs in
321 orientation programs for new students, and in training for student athletes and coaches.
322 These programs will include discussion of what constitutes sexual harassment and sexual
323 violence, the District's policies and disciplinary procedures, and the consequences of
324 violating these policies. A training program or informational services will be made
325 available to all students at least once annually.

326 The education programs will also include information aimed at encouraging students to
327 report incidents of sexual violence to the appropriate District and law enforcement
328 authorities. Since victims or third parties may be deterred from reporting incidents if
329 alcohol, drugs, or other violations of District or campus rules were involved, the District
330 will inform students that the primary concern is for student safety and that use of alcohol
331 or drugs never makes the victim at fault for sexual violence. If other rules are violated,
332 the District will address such violations separately from an allegation of sexual violence.

Office of Primary Responsibility: Vice President, Human Resources

Date Approved: March 4, 2009

**Dates Revised: July 1, 2010; September 24, 2012; April 11, 2016; December
10, 2018**

(Replaces former Cerritos College Policy 7026)

General Institution

AP 3440 SERVICE ANIMALS

References:

29 U.S.C. § 794d

Americans with Disabilities Amendments Act of 2009 (ADAA)

Section 504, Federal Rehabilitation Act, 1973

28 C.F.R. § 35.136

The Cerritos Community College District will permit individuals with disabilities to use service animals in District facilities and on District campuses in compliance with state and federal law. Administrative Procedure 3412 504/ADA Academic Accommodations and Complaints was established pursuant to the Americans with Disabilities Amendments Act of 2009 (ADAA) and Section 504 of the Rehabilitation Act of 1973.

The purpose of this procedure is to ensure that individuals with disabilities can participate in and benefit from District services, programs and activities, and to ensure that the District does not discriminate on the basis of a disability.

Primary College Contacts

A. Students may contact Disabled Student Programs and Services for information or guidance.

B. Employees may request to have a service animal as a workplace accommodation through the District's Human Resources Office.

C. Guests may be accompanied by a service animal when participating in programs and accessing services without requesting an accommodation, but are welcome to contact the District's Director of Diversity, Compliance and Title IX Coordinator for information or guidance.

Disabled Student Programs and Services full contact information is available at www.cerritos.edu/dsps.

Director of Diversity, Compliance and Title IX Coordinator information is available at www.cerritos.edu/hr

This procedure implements procedures with regards to service animals on campus.

1. DEFINITION

a. Service animal is defined in Title II of the ADAA regulations (28 C.F.R., §36.104). *Service animal* means any dog that is individually trained to do work or perform tasks for people with disabilities. Other species of animals,

whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.

- b. The District shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability, if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability (28 C.F.R., § 35.136(i)).
- c. The District shall consider: the type, size, and weight of the miniature horse and whether the facility can accommodate these features.
- d. Trainee: A dog guide trainee for blind persons, hearing ear dog trainee, or other animal undergoing training to assist a person with a physical impairment will be granted the same rights as fully-trained service animals.

2. DESCRIPTION OF ACTION

- a. A person with a disability may take a service animal into areas where the public is normally allowed to go without being referred to Disabled Student Programs and Services (DSPS). When it is not obvious what the service animal provides, faculty, managers, and staff may ask the following:
 - 1) Is the dog (or miniature horse) a service animal required because of a disability?
 - 2) What work or task has the dog (or miniature horse) been trained to perform?

If employees are concerned about these questions, they may contact Human Resources for assistance.

Director of Diversity, Compliance and Title IX in Human Resources Office – (562) 860-2451 ext. 2284)

- b. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or recuse work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
- c. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks for the purposes of this definition. The animal's work cannot be passive. If an animal meets this definition, it is considered a service animal under the ADAA, even if it has not been licensed or certified by a state or local government, or by a private agency. A student may choose to produce

- a Los Angeles County or county of residence license as proof of vaccination. Only dogs are eligible to apply for service animal identification tags (form DAS-195, rev. 07-10) in California. Students that may have service animals in the classroom may be referred to DSPS for review of all reasonable accommodations.
- d. A service animal is not required to wear a vest, harness or other “service animal” identification.

3. RESPONSIBILITIES OF PERSONS USING SERVICE ANIMALS

- a. A student with a disability who brings an animal for participation in the services or classes of the District, where the public is normally not allowed, may be referred to the DSPS Office which will provide support to students with service animals in the classroom. Participation in DSPS services is voluntary.
- b. The student must declare they are a person with a disability when accessing non-public spaces and describe the disability related task(s), which the animal performs, which facilitates access to District programs, services or activities.
- c. The student may meet with a DSPS counselor and receive the Cerritos Community College District DSPS Service Animal Fact Sheet.
- d. The care and supervision of a service animal is the responsibility of the student. Civil Code Section § 54.2 requires that the owner of the service animal be responsible for any damage done to the premises or facility by the animal.
- e. The State of California Health and Safety Code, § 121690, requires that all service animals be immunized and licensed (Los Angeles County Sec. 10.20.180 and 10.20.190).
- f. Dogs must work without a direct threat to other service animals, students and/or District personnel. A student with a disability who has a service animal that poses a threat to health, safety or program disruption (i.e., service animal out of control or not house broken) shall be informed that the animal is not an allowable accommodation and cannot be on campus. Failure to comply with this exclusion may result in a disciplinary action in accordance with Administrative Procedure 5520 Student Discipline Procedures.
- g. A student who has been denied the use of a service animal may file a complaint in accordance with AP 3412 and BP/AP 5530.

Requirements for Faculty, Staff and Students

Members of the Cerritos Community College District are responsible for the following:

- a. Allowing service animals to accompany the person they are assisting in all areas of campus where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.
- b. Not distracting a service animal in any way. Do not pet, feed, or interact with animal without the handler’s permission.
- c. Not separating a disabled person from his or her service animal.
- d. Clarifying an animal’s status as a service animal only when it is not readily apparent that an animal is a service animal. In such cases, designated staff (i.e.,

Dean of DSPS or designee, Human Resources – Compliance Officer, and Campus Police) may not ask about the nature or extent of a person’s disability, but may make two inquiries to establish whether the animal is a service animal:

1. Is the animal required because of a disability? and
2. What work or task the animal has been trained to perform?

Other questions regarding the status of a service animal should be referred to the contacts noted in Section 2. Cerritos Community College may take action against any individual who fails to abide by these guidelines.

General Rule Regarding Service Animals

As a general rule, the District will modify policies, practices, and procedures to permit the use of service animal by an individual with a disability.

4. EVALUATION PROCEDURES FOR ENFORCEMENT

- a. Under the ADAA and Section 504, the District may not impose a rule upon individuals with disabilities prohibiting services animals, if the rule has the effect of limiting the participation of the individuals with disabilities in the District’s services, programs or activities. However, the District is not obligated to permit the use of service animals, if doing so would result in a fundamental alteration of the District service, program or activity, or would pose a direct threat to the health or safety of others.
- b. The District will analyze whether the presence of the service animal would actually be a fundamental alteration or direct threat upon the service, program, or activity involved. The Board of Trustees designates the District DSPS professionals, in consultation with the program professionals and the Vice Presidents, to make such determination. If the DSPS professionals, in consultation with the program professionals and the Vice Presidents, determine that the use of the service animal causes a fundamental alteration in District services, programs, or activities, the District may exclude the animal from its campus, sites, programs, and activities (Title II of the ADAA Regulations, 28 C.F.R., § 36. 104).
 - 1) If the District makes a determination that use of the service animal would result in such fundamental alteration, within ten (10) working days of such determination, the designated person(s) shall issue a written statement identifying the reasons for the determination in sufficient detail to meet the District’s burden to demonstrate that such alteration would occur (Title II of the ADAA Regulations, 28 C.F.R., § 36. 104).
 - 2) If use of the service animal would result in such fundamental alteration, at the request of an individual with a disability and in accordance with Board Policy, the District shall take any other action that would not result in such an alteration but would nevertheless allow the individual with a disability to participate in District services or programs.
- c. The District will make an individualized assessment to determine whether the presence of the service animal poses a direct threat to the health or safety of other persons that cannot be eliminated by a modification of policies,

- practices or procedures, or by the provision of auxiliary aids or services. If the District determines that the presence of the service animal does pose a direct threat to the health or safety of persons participating in District services, programs or activities, the District may exclude the animal from its facilities and campus (Title II of the ADAA Regulations, 28 C.F.R., § 36.208).
- d. A student with a disability who is denied the use of a service animal due to fundamental alteration or direct threat may file a complaint utilizing the formal resolution process of Administrative Procedure. See AP 5140 Disabled Student Programs and Services

Conflicting Disabilities

Individuals with medical issues that may be impacted by the presence of service animals should communicate with the Compliance Coordinator in the Human Resources Office at (562) 860-2451 ext. 2284, if they have a concern about exposure to a service animal. The individual will be asked to provide information that identifies a disability and the need for an accommodation. The appropriate Cerritos Community College point of contact will facilitate a process to resolve the conflict that considers the disability-related needs/accommodations of all persons involved.

Emergency Situations

Emergency Responders (ERs) are trained to recognize service animals and to be aware that animals may try to communicate the need for help or that, an animal may become disoriented in an emergency situation. ERs should make every effort to keep a service animal with the individual with a disability it is tasked with assisting. However, the ER's first effort should be toward the individual with a disability, which may result in the service animal being left behind in some emergency evacuation situations.

Refer also to:

BP 3440 Service Animals

BP 3410 Nondiscrimination

AP 3412 504/ADA Academic Accommodations and Complaints

BP 5140 Disabled Student Programs and Services

BP/AP 5530 Student Rights and Grievances

Offices of Primary Responsibility: Vice President, Human Resources
Vice President, Student Services

Date Approved: October 19, 2016

Date Revised: December 10, 2018

General Institution

AP 3500 CAMPUS SAFETY

References:

Education Code, Section 212, 67380, and 87014;
Penal Code, Section 245;
20 U.S.C., Sections 1092(f) and 1232(g);
34 C.F.R., Section 668.46;
34 C.F.R., Sections 99.31(a)(13) and (14);
Campus Security Act of 1990

A Campus Safety Plan shall be developed and provided to students as part of the Annual Security Report Brochure published by the Campus Police Department by October 1 of each year. This report is also available online at www.cerritos.edu/police.

The Campus Police Department prepares and annually updates a report of all occurrences reported to campus police of and arrests for crimes that are committed on campus and that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication, and of all occurrences of non-criminal acts of hate violence reported to campus authorities. A written report will be submitted to the Board of Trustees.

Written records of non-criminal acts of hate violence shall include at least a description of the act of hate violence, the victim characteristics, and offender characteristics, if known.

Note: Education Code, Section 67380 defines “hate violence” as: “any act of intimidation or physical harassment, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons or the property of any person or group of persons because of the ethnicity, race, national origin, religion, sex, sexual orientation, gender identity, gender expression, disability, or political or religious beliefs of that person or group.” Section 67380 requires reporting of both occurrences reported to campus police or safety authorities of and arrests for crimes that involve hate violence (Section 67380(a)(1)(A)) and of “non-criminal acts of hate violence” (Education Code, Section 67380(a)(1)(B)).

For purposes of reporting under the Clery Act, “hate crimes” include domestic violence, dating violence, and stalking.

33 **Emergency Operations Plan**

34 The District shall develop and maintain an Emergency Operations Plan, which shall be
35 distributed as appropriate.

36 Also see BP/AP 3510 titled Workplace Violence and BP/AP 6800 titled Safety

37 Office of Primary Responsibility: Vice President, Business Services

Date Approved: November 26, 2007

Dates Revised: October 1, 2012; August 26, 2013

(Replaces former Cerritos College Policies 8006.2, 8006.3, 8006.4, 8006.5, 8007, 8007.1, 8007.2, and 8007.3)

General Institution

AP 3501 CAMPUS SECURITY AND ACCESS

Reference:

34 CFR 668.46(b)(3);
ACCJC Accreditation Standard III.B.1

During business hours, the District will be open to students, employees, contractors, and community members. During non-business hours, access to all District facilities is by key, if issued, or by admittance via the Campus Police Department. In the case of periods of extended closing, the District will admit only those with prior written approval to all facilities.

Some facilities may have individual hours, which may vary at different times of the year. In these cases, the facilities will be secured according to schedules developed by the department responsible for the facility.

Emergencies may necessitate changes or alterations to any posted schedules. Areas that are revealed as problematic will have regular periodic security surveys. The Vice Presidents of Student Services and Business Services, and managers from the Campus Police Department, Facilities Department, and other concerned areas review these results. These surveys examine security issues such as landscaping, locks, alarms, lighting, and communications. Additionally, during the academic year the Director of Physical Plant and Construction Services, Chief of Campus Police, and applicable Facilities and/or other staff meet to discuss issues of pressing concern.

Offices of Primary Responsibility: Vice President, Student Services
Vice President, Business Services

Date Approved: June 13, 2012

General Institution

AP 3505 EMERGENCY RESPONSE PLAN

References:

Education Code, Sections 32280 et seq., 35296, 42140, and 71095;
Government Code, Sections 3100 et seq., 8558, 8559, 8600, 8605, and 8607(a);
19 California Code of Regulations (CCR), Sections 2400-2450 (SEMS);
National Fire Protection Association 1600;
Homeland Security Act of 2002;
Homeland Security Presidential Directive-5 (NIMS);
Governor's Executive Order S-2-05 California SEMS–Federal NIMS Coordination
34 CFR 668.46(b)(13) and (g)

Emergency Response and Evacuation Procedures

General information about the emergency response and evacuation procedures for the District are publicized each year as part of the District's Clery Act compliance efforts and that information is available at www.cerritoscollege.us.

All members of the campus community are notified on an annual basis that they are required to notify the Campus Police Department of any incident on campus that involves a significant emergency or dangerous situation that may involve an immediate or ongoing threat to the health and safety of students and employees on campus. The Campus Police Department has the responsibility of responding to, and summoning the necessary resources, to mitigate, investigate, and document any situation that may cause a significant emergency or dangerous situation. In addition, Campus Police has a responsibility to respond to such incidents to determine if the situation does in fact, pose a threat to the community. If so, federal law requires that the institution immediately notify the campus community or the appropriate segments of the community that may be affected by the situation.

Upon confirmation or verification by the District that a legitimate emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on campus, the District will determine the content of the message and will use some or all of the systems described below to communicate the threat to the campus community or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population. The District will, without delay, take into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the judgment of the first responders (including, but not limited to Campus Police), compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

In the event of a serious incident that poses an immediate threat to members of the campus community, the District has various systems in place for communicating information quickly. Some or all of these methods of communication may be activated in the event of an immediate threat to the campus community. These methods of communication include network emails, emergency text messages that can be sent to a cell phone or e-mail (individuals can sign up for this service on the District website), public address system, phone calling trees, District website and emergency messages that scroll across display screens in campus buildings. The District will post updates during a critical incident on the District website at www.cerritos.edu. Individuals can call the District's recorded information telephone line at (562) 860-2451 for updates. Cerritos College students, staff, faculty and others can sign up for emergency text message alerts at www.cerritoscollege.us or text keyword "CCALERTS" to 888777 from their mobile phones.

The District's Director of Public & Governmental Relations will be responsible for the dissemination of emergency information to the larger community through media alerts.

Testing Emergency Response and Evacuation Procedures

An evacuation drill is coordinated by the Campus Police Department at least once per year for all facilities on campus. Students learn the locations of the emergency exits in the buildings and are provided guidance about the direction they should travel when exiting each facility for a short-term building evacuation.

Evacuation drills are monitored by the Campus Police Department and District administration to evaluate egress and behavioral patterns. Reports are prepared by participating departments which identify deficient equipment so that repairs can be made immediately. Recommendations for improvements are also submitted to the appropriate departments and offices for consideration.

The District conducts announced drills and exercises each year and conducts follow-through activities designed for assessment and evaluation of emergency plans and capabilities. Campus Police and District administration coordinate announced evacuation drills at least once per year, as described above, to test the emergency response and evacuation procedures, and to assess and evaluate the emergency evacuation plans and capabilities. For each test conducted, Campus Police will document a description of the exercise, the date, and time. The District will publish a summary of its emergency response and evacuation procedures in conjunction with at least one drill or exercise each calendar year.

In the event of an emergency, natural disaster or the occurrence of a hazardous condition the District will activate its plan and procedures to protect and govern employees, students, visitors, and children in childcare programs on campus and/or in district-owned or operated facilities. The District shall maintain an emergency management team to aid in the creation, maintenance, updating, and implementation of its emergency plan and procedures.

SEMS and NIMS

The District's Emergency Response Plan shall provide for the implementation of California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). There are five designated levels in the SEMS organization: Field Response, Local Government, Operational Areas, Regions, and State. Each level is activated as needed. There are six components of NIMS: Command and Management including the Incident Command System (ICS), Preparedness, Resource Management, Communications and Information Management, Supporting Technologies, and Management and Maintenance. The District's Plan shall include these five essential SEMS functions: Management, Operations, Planning/intelligence, Logistics, and Finance/Administration. The District shall work with the Disaster Resistant California Community Colleges (DRCCC) program to ensure it is in compliance with state and federal requirements.

SEMS shall be used to provide a standardized response to emergencies involving multiple jurisdictions or multiple agencies. The requirements shall include the use of the basic principles and components of emergency management which include the ICS, multi-agency or inter-agency coordination, the operational area concept, and established mutual aid systems. The District's ICS shall provide for the combination of facilities, equipment, personnel, procedures, and communications, operating within a common organizational structure, that is responsible for the management of resources to effectively accomplish the District's stated objectives in response to an incident.

For major incidents NIMS shall be implemented to provide for a consistent nationwide template to ensure that local, state, and federal agencies can work together to prepare for, prevent, respond to and recover from incidents.

The District's emergency response plan shall provide information on preparedness, prevention, response, recovery, and mitigation policies and procedures.

The District's emergency response plan shall also provide information on coordinating with the appropriate local, state, and federal government authorities and nongovernmental entities on comprehensive emergency management and preparedness activities.

Crisis Management Response Structure

In the event of an emergency, the Chief of Campus Police or police department designee, or in the absence of these, the lead manager on duty at the time, will contact the President/Superintendent or designee and contact or arrange the contact, as conditions warrant, of the other Emergency Operations Center personnel including the Vice Presidents, Director of Physical Plant and Construction Services, Associate Dean of Student Health, Wellness and Veterans Services, and Public Information Officer to report the emergency.

The above managers will convene (via conference call if necessary) and decide whether to declare a state of emergency, start the process of notifying the community and media if necessary, and review and discharge responsibilities as detailed in the District's Emergency Operations Plan. The President/Superintendent or designee will

119 activate the Emergency Operations Center (EOC) as necessary to participate in the
120 execution of the plan.

121 The District shall maintain an Emergency Notification Chain with contact telephone
122 numbers of all management personnel.

123 **Responsibility**

124 Government Code Sections 3100-3101 state that all employees of the District are
125 declared civil defense workers during emergencies, subject to such defense activities as
126 may be assigned to them. Federal and state regulations further state that all employees
127 of the District must be trained and qualified in specified Federal Emergency
128 Management Agency (FEMA) courses depending on an employee's emergency
129 response responsibilities.

130 Responsibilities of faculty, staff and managers, as well as building marshals, area team
131 leaders, facilities staff and Campus Police personnel are provided in the District's
132 adopted Emergency Operations Plan. Employees are responsible for knowing their
133 duties, functions, and responsibilities.

134 **Training and Preparedness**

135 The District shall determine the appropriate level(s) of SEMS and NIMS training for
136 each of its employees. The determination shall be dependent upon an employee's
137 potential assignment during an emergency response situation.

138 In addition to the training requirements, the District shall also comply with state and
139 federal preparedness laws for public institutions.

140 **Required Reporting**

141 In the event that a local emergency occurs and the Governor declares a state of
142 emergency, if the District responds to said emergency, the District shall complete and
143 transmit an after-action report to the California Office of Emergency Services (OES)
144 within 90 days of the close of the incident period. The after-action report shall at a
145 minimum include a review of the response actions taken, the application of SEMS, the
146 identified training needs, suggested modifications to SEMS, necessary modifications to
147 the SEMS plans and procedures and an up to date recall of the recovery actions.

148 Note: Local government must use SEMS in order to be eligible for state funding for
149 response-related personnel costs which occur in response to an incident.

150 **Definitions**

151 The following definitions may be relevant to the implementation of the Emergency
152 Response Plan:

- 153 • **Emergency** – Any incident, whether natural or manmade, that requires
154 responsive action to protect life or property.
- 155 • **Incident Command System (ICS)**: the nationally used standardized on-scene
156 emergency management concept specifically designed to allow its user(s) to
157 adopt an integrated organizational structure equal to the complexity and
158 demands of single or multiple incidents without being hindered by jurisdictional
159 boundaries. ICS is the combination of facilities, equipment, personnel,

160 procedures, and communications operating within a common organizational
161 structure, with responsibility for the management of resources to effectively
162 accomplish stated objectives pertinent to an incident.

163 **Public Notice – Incident Planning and Types**

164 Public notice of emergency planning and advice in the event of actual emergencies
165 shall be provided by way of posters in every occupied room or interior area of the
166 campus. Titled sections shall include: Before the Emergency, Power Outage, Bomb
167 Threat, In Case of Active Shooter, Fire, Shelter in Place, Emergency Evacuation,
168 Earthquake, and Medical Emergency.

169 **Public Education – Preparedness Drills and Other Training**

170 The District shall carry out preparedness drills annually. Types and frequency of drills
171 may also be on the advice of, or at the direction of, designated local, state, and federal
172 emergency management agencies and personnel. Other training may be offered and/or
173 required by local, state or federal mandates.

174 Office of Primary Responsibility: Vice President, Business Services

Date Approved: May 20, 2009

Dates Revised: January 24, 2011, May 7, 2012

General Institution

AP 3510 WORKPLACE VIOLENCE

References:

Cal/OSHA – Labor Code, Sections 6300 et seq.;
Title 8, Section 3203;
Code of Civil Procedure, Section 527.8;
Penal Code, Sections 273.6, 626.9, and 626.10

Responding to Threats of Violence

The top priority in this process is to effectively handle critical workplace incidents, especially those dealing with actual or potential violence.

Violence or the threat of violence against or by any employee of the District or any other person is unacceptable.

A non-employee who demonstrates or threatens violent behavior may be subject to criminal prosecution.

An employee who demonstrates or threatens violent behavior during working hours may be subject to disciplinary action and criminal prosecution.

The following actions are considered violent behavior for the purposes of this procedure:

- Striking, punching, slapping, or assaulting another person.
- Fighting or challenging another person to fight.
- Grabbing, pinching, or touching another person in an unwanted way whether the behavior is sexual or not.
- Engaging in dangerous, threatening, or unwanted horseplay.
- Possession, use, or threat of use, of a firearm, knife, explosive, or other dangerous object, including but not limited to any facsimile firearm, knife, or explosive, on District property, including parking lots and other exterior premises, while in or using a District vehicle, or while engaged in offsite activities for the District. If such possession or use is a requirement of the job or the program, it may not be considered as a violent act.
- Making credible threats of harm or harming another person, or any action or course of conduct that evidences or implies a threat of bodily harm.
- Bringing or possessing any dirk, dagger, ice pick or knife having a fixed blade longer than 2½ inches onto or into District property, unless the person is authorized to possess such a weapon in the course of his or her employment, has been authorized by a District administrator to have a knife, or is a duly appointed peace officer who is engaged in the performance of his/her duties.

Any employee who is the victim of any violent, threatening or harassing conduct, any witness to such conduct, or anyone receiving a report of such conduct, whether or not the perpetrator is a District employee, shall immediately report the incident to his/her supervisor or other appropriate person.

A student or an employee who cannot reach his/her supervisor shall immediately report any violent behavior to Campus Police at (562) 860-2451, extension 2325 at any time or to the Human Resources Office at (562) 860-2451, extension 2284 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

No person, who acts in good faith and initiates a complaint or reports an incident under this policy, will be subject to retaliation or harassment.

If there is a potential for disciplinary action, any employee reported to be a perpetrator will be provided due process and may obtain representation from his/her union if applicable and/or at his/her own expense.

In the event that there is reasonable cause to believe that the perpetrator or others at the scene of a violent act may not be safe, Campus Police and/or appropriate law enforcement personnel will be called.

In the event that a student or employee obtains a restraining order against another person, the student or employee shall report this information to his/her supervisor and/or to the Campus Police Department to assure the safety of the environment and the individual. The District will make every effort to accommodate the restraining order. The person obtaining the restraining order will cooperate with the directions of the Campus Police Department and the Human Resources Office to ensure the effective enforcement of the restraining order.

An investigation of each known threat or act of violence will be completed as soon as is reasonably possible. A written report will be rendered by the appropriate investigator which may be District personnel, including Campus Police, or an outside agency. The District will maintain records of any violent behavior.

Also see BP/AP 3500 titled Campus Safety and BP/AP 6800 titled Safety

Offices of Primary Responsibility: Vice President, Human Resources
Campus Police Services

Date Approved: November 26, 2007

General Institution

AP 3515 REPORTING OF CRIMES

References:

Education Code, Sections 212, 67380, 67383, and 87014;
Penal Code, Sections 245 and 422.55;
Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics
Act of 1998;
20 United States Code Section 1232g;
34 Code of Federal Regulations Parts 99.31(a)(13) and (14), and 668.46;
Campus Security Act of 1990

Members of the District, guests and the general public are strongly encouraged to immediately report all crimes and public safety related incidents to the Campus Police Department.

In the event an employee is assaulted, attacked, or menaced in the course of his or her employment with the District, the employee shall notify his or her supervisor as soon as practical after the incident. The supervisor of any employee who is attacked, assaulted, or menaced shall assist the employee to promptly report the attack or assault to the Campus Police Department and the Office of Human Resources. The Campus Police Department shall, in addition to its law enforcement duties, report such matters to the Office of Student Conduct and Grievances for student discipline purposes if the alleged perpetrator is a student. The supervisor shall make the report if the employee is unable or unwilling to do so. Reporting a complaint to local law enforcement will not relieve the District of its obligation to investigate all complaints of harassment.

The District will instruct members of the Campus Police Department to notify students and employees complaining of sexual violence of their right to file a sex discrimination complaint with the District in addition to filing a criminal complaint, and to report incidents of sexual violence to the Vice President of Human Resources if the complainant consents.

The District shall publish warnings to the campus community about the following crimes:

- Criminal homicide – murder and non-negligent manslaughter;
- Criminal homicide – negligent manslaughter;
- Sex offenses – forcible and non-forcible sex offenses;
- Domestic violence, dating violence and stalking;
- Robbery;
- Aggravated assault;
- Burglary;
- Motor vehicle theft;
- Arson;

- Arrests for liquor law violations, drug law violations, and illegal weapons possession;
- Liquor law violations, drug law violations, or illegal weapon possessions referred for campus disciplinary action but for which no arrest was made;
- Those that manifest evidence that the victim was intentionally selected because of the victim's actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability and involve larceny-theft, simple assault, intimidation, destruction/damage/vandalism of property, or any other crime involving bodily injury; and
- Anytime the crime is reported to Campus Police and is considered to represent a continuing threat to students and employees.

In the event that a situation arises, either on or off campus, that, in the judgment of the President/Superintendent or designee, constitutes an ongoing or continuing threat, a campuswide "timely warning" will be issued. The District has various systems in place for communicating information quickly. Some or all of these methods of communication may be activated in the event of an immediate threat to the campus community. These methods of communication include network emails, emergency text messages that can be sent to a phone or Personal Digital Assistant (individuals can sign up for this service on the District website), public address system, phone calling trees, District website and emergency messages that scroll across display screens in campus buildings. The District will post updates during a critical incident on the District website at www.cerritos.edu. Individuals can call the District's recorded information telephone line at (562) 860-2451 for updates. Cerritos College students, staff, faculty and others can sign up for emergency text message alerts at www.cerritoscollege.us or text keyword "CCALERTS" to 888-7777 from their mobile phones. The information shall be disseminated by the Chief of Campus Police in a manner that aids the prevention of similar crimes.

Depending on the particular circumstances of the crime, especially in all situations that could pose an immediate threat to the community and individuals, the Chief of Campus Police may also post a notice on the Cerritos College Emergency Information web site at www.cerritoscollege.us, providing the community with more immediate notification. This web site is immediately accessible via computer by all faculty, staff, students, and the public. Anyone with information warranting a timely warning should report the circumstances to Campus Police, by phone at (562) 860-2451, ext. 2325 or in person at the Campus Police Department.

The District shall not be required to provide a timely warning with respect to crimes reported to a pastoral or professional counselor, but it will do so anytime it deems it necessary to warn others. Furthermore, counselors have a duty to warn and protect if they have reasonable cause to believe that a person being counseled is a danger to himself/herself or the person or property of another.

If there is an immediate threat to the health or safety of students or employees occurring on campus, the District shall follow its emergency notification procedures.

The Campus Police Department shall annually collect and distribute statistics concerning crimes on campus. All District staff with significant responsibility for student and campus activities shall report crimes about which they receive information to the Campus Police Department for inclusion in the statistics.

The Campus Police Department shall publish an Annual Security Report every year by October 1 that contains statistics regarding crimes committed on campus and at affiliated locations for the previous three years. The Annual Security Report shall also include policies pertaining to campus security, alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, victims' assistance program, student discipline, campus resources, and other matters. The District shall make the report available to all current students and employees. The District will also provide prospective students and employees with a copy of the Annual Security Report upon request. A copy of the Annual Security Report can be obtained by contacting the Campus Police Department or at the Website address published in the General Catalog and in each Class Schedule. Each employee will be notified on an annual basis about the availability of the Annual Security Report. Such notification will be included with the employee's pay stub.

To report a crime:

Contact Campus Police at (562) 860-2451, ext. 2325 or dial 9-1-1 (emergencies only). Any suspicious activity or person seen in the parking lots or loitering around vehicles or inside buildings should be reported to the police department. In addition you may report a crime to the Vice President of Human Resources at (562) 860-2451, ext. 2280.

If you are the victim of a crime and do not want to pursue action within the District's System or the criminal justice system, you may still want to consider making a confidential report. With your permission, the Dean of Student Services or Vice President of Human Resources or designee can file a report on the details of the incident without revealing your identity. The purpose of a confidential report is to comply with your wish to keep the matter confidential, while taking steps to ensure the future safety of yourself and others. With such information, the District can keep an accurate record of the number of incidents involving students, determine where there is a pattern of crime with regard to a particular location, method, or assailant, and alert the campus community to potential danger. Reports filed in this manner are counted and disclosed in the annual crimes statistics for the institution.

The Campus Police encourage anyone who is the victim or witness to any crime to promptly report the incident to the police. Because police reports are public records under state law, the Campus Police cannot hold reports of crime in confidence. Confidential reports for purposes of inclusion in the annual disclosure of crime statistics can generally be made to other campus security authorities. Confidential reports of crime may also be made to the Vice President of Human Resources at (562) 860-2451, ext. 2280.

The District may disclose the final results of disciplinary proceeding to a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, regardless of the outcome. The District may also disclose to anyone, the final results of a disciplinary proceeding in which it concludes that a student violated District policy with respect to a

crime of violence or non-forcible sex offense. The offenses that apply to this permissible disclosure are:

- Arson;
- Assault offenses;
- Burglary;
- Criminal homicide – manslaughter by negligence;
- Criminal homicide – murder and non-negligent manslaughter;
- Destruction, damage, or vandalism of property;
- Kidnapping or abduction;
- Robbery;
- Forcible sex offenses; and
- Non-forcible sex offenses.

The disclosure may only include the final result of the disciplinary proceeding with respect to the alleged criminal offense. The District shall not disclose the name of any other student, including a victim or witness, unless the victim or witness has waived his or her right to confidentiality.

Required Reports to Local Law Enforcement Agency

Any report of willful homicide, forcible rape, robbery, aggravated assault, sexual assault, or hate crime, committed on or off campus, that is received by a campus security authority and made by the victim for the purposes of notifying the institution or law enforcement must be immediately, or as soon as practicably possible, disclosed to the local law enforcement agency. The report shall not identify the victim, unless the victim consents to being identified after the victim has been informed of his/her right to have his/her personally identifying information withheld. If the victim does not consent to being identified, the alleged assailant shall not be identified in the information disclosed to the local law enforcement agency unless the institution determines that both of the following apply, in which case the institution shall disclose the identity of the alleged assailant to the local law enforcement agency and notify the victim of the disclosure:

- the alleged assailant represents a serious or ongoing threat to the safety of students, employees, or the institution; and
- the immediate assistance of the local law enforcement agency is necessary to contact or detain the assailant.

Also see AP 3505 titled Emergency Response Plan, AP 3520 titled Local Law Enforcement, and AP 3540 titled Sexual and Other Assaults on Campus.

Office of Primary Responsibility: Vice President, Business Services
Vice President, Human Resources

Date Approved: November 26, 2007

Dates Revised: October 29, 2012; August 26, 2013; November 30, 2015

General Institution

AP 3516 REGISTERED SEX OFFENDER INFORMATION

References:

Penal Code, Sections 290, 290.01, and 290.95;
34 CFR, Section 668;
Campus Sex Crimes Prevention Act 42 U.S.C., Section 14071j;
20 U.S.C., Section 1092(f)(1)(I);
20 U.S.C., Section 1232g(b)(7)(A)

The District shall include in its Annual Security Report a statement advising the campus community where information pertaining to registered sex offenders may be obtained.

Sex offenders are required to register with the police in the jurisdiction in which they reside and at institutions of higher learning if they are students there or if they work there as employees, contractors, or volunteers. A sex offender who is an employee or volunteer in the District must disclose his or her status as a registrant upon his or her application for employment or acceptance of a volunteer position if he or she 1) would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or would have supervision or disciplinary power over minor children or 2) would be working directly and in an accompanied setting with minor children and his or her work would require touching minor children on more than an incidental basis.

A sex offender who must register for committing a crime against a minor victim under the age of 16 is prohibited from serving as an employer, employee, contractor, or volunteer in any capacity in which the sex offender would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or involving having supervision or disciplinary power over minor children.

Sex offenders who may be required to register should do so at: The Campus Police Department, located on the south end of the Cerritos College campus, 11110 Alondra Blvd., Norwalk, CA 90650.

Information concerning registered sex offenders on campus can be obtained from the Campus Police Department. Information regarding registered sex offenders in the state of California can be obtained through the Megan's Law website, located at www.meganslaw.ca.gov

The Campus Police Department shall not release information regarding a sex offender, unless the person seeking the information has signed a statement, on a form provided by the Department of Justice, stating that he or she is not a registered sex offender, that he or she understands the purpose of the release of information is to allow members of the

35 campus community to protect themselves and their children from sex offenders, and that
36 he or she understands it is unlawful to use the information received to commit a crime
37 against any registered sex offender or to engage in illegal discrimination or harassment
38 of a registered sex offender. The department will maintain the signed statement in its
39 records for a period of five years.

40 The Campus Police Department will release the following information regarding a
41 registered sex offender:

- 42 1. full name;
- 43 2. known aliases;
- 44 3. gender;
- 45 4. race;
- 46 5. physical description;
- 47 6. photograph;
- 48 7. date of birth;
- 49 8. crimes resulting in registration; and
- 50 9. the date of last registration or re-registration.

51 Office of Primary Responsibility: Vice President, Business Services

Date Approved: November 26, 2007

General Institution

AP 3518 CHILD ABUSE AND NEGLECT REPORTING

References:

Penal Code, Sections 261, 264.1, 273a, 273d, 285, 286, 288, 288a, 289, 647a, and 11164-11174.3 ("Child Abuse and Neglect Reporting Act");
Welfare and Institutions Code, Sections 300, 305, 318, and 601;
Family Code, Sections 7802, 7807, 7808, 7820-7829, 7890, and 7892

The District recognizes the responsibility of its staff to report to the appropriate agency when there is a reasonable suspicion that an abuse or neglect of a child (under the age of 18 years) may have occurred.

"Reasonable suspicion" occurs when "it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." (Penal Code, Section 11166(a)(1))

Definition of Child Abuse or Neglect

"Child abuse" is defined as physical abuse, sexual abuse, and/or serious emotional maltreatment, as well as sexual assault, sexual exploitation, and/or the willful cruelty or unjustifiable punishment of a child; incidents of unlawful corporal punishment or injury against a child; or abuse in out-of-home care. (Penal Code, Section 11165)

"Neglect" means the negligent treatment or maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. It includes the negligent failure of a person having the care or custody of a child to provide adequate food, clothing, shelter, medical care, or supervision such that the child's health is endangered. (Penal Code, Section 11165.2)

Mandated Reporters

Mandated reporters include faculty members, educational administrators, and classified staff. Volunteers are not mandated reporters but are encouraged to report suspected abuse or neglect of a child. (Penal Code, Section 11165 (b))

Reports of Child Abuse or Neglect

If a mandated reporter suspects child abuse or neglect, he or she must first make a verbal report to the Department of Children & Family Services Child Protection Hotline at 1-800-540-4000.

Mandated reporters must report immediately any reasonable suspicion of child abuse to a local child protective agency such as the Hotline and follow up with a written report within 36 hours. (Penal Code, Section 11166(a))

After a verbal report of abuse or neglect is made, the Hotline will provide mandated reporters with a 19-digit referral number which will be needed to complete the mandatory written report. This report of child abuse and/or neglect must be made on Form SS 8572; copies of this form are available in the Human Resources Office, through the Child Development Center and on the web at <https://mandreptla.org/onlineRep.htm>.

Once the written report of child abuse or neglect is completed, it should be mailed to the following address:

Child Protection Hotline
3075 Wilshire Boulevard, Fifth Floor
Los Angeles, CA 90010

Immunity and Failure to Report when Required

No mandated reporter who reports a known or suspected instance of child abuse shall be civilly or criminally liable for any report required or authorized by the Penal Code.

Any person other than a child care custodian reporting a known or suspected instance of child abuse shall not incur any liability as a result of making any report of child abuse, unless it can be proven that a false report was made and the person knew that the report was false (Penal Code, Section 11172(a)).

Any person not mandated by law to report suspected child abuse has immunity unless the report is proven to be false and the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident (Penal Code, Section 11172(a)).

Reporting is an individual responsibility. An employee making a report cannot be required to disclose his or her identity to the employer. (Penal Code, Section 11166(h)(2)) However, a person who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail and/or up to a \$1,000 fine (Penal Code, Section 11166.5(b)).

Obligation and Compliance Information Provided to Mandated Reporters

The District shall provide each mandated reporter with a statement informing him or her of the fact that he or she is a mandated reporter and of his or her reporting obligations and confidentiality rights under Penal Code, Section 11166.5(a) and of his or her confidentiality rights under subdivision Penal Code, Sections 11166.5(a) and 11167(d)(1).

The District shall provide a copy of Penal Code, Sections 11165.7 (Mandated Reporter), 11166 (Report: Duty, Time & Method), and 11167 (Report: Confidentiality of persons reporting) to each mandated reporter, along with the statement. Prior to commencing his or her employment and as a prerequisite to that employment, the employee shall sign

70 and return the statement to the District. The signed statements shall be retained by the
71 District (Penal Code, Section 11166.5).

72 The District shall distribute this procedure to all mandated reporters.

73 Offices of Primary Responsibility: Vice President, Student Services
74 Vice President, Human Resources

Date Approved: November 26, 2007

Date Revised: June 18, 2008

General Institution

AP 3520 LOCAL LAW ENFORCEMENT

Reference:

Education Code, Section 67381;
34 CFR 668.46

The District has a written agreement with local law enforcement agencies. The agreement clarifies operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement designates which law enforcement agency has operational responsibility for violent crimes and delineates the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by the Board Policy are public records and are made available for inspection by members of the public upon request to the Chief of Campus Police.

The Campus Police Department maintains a close working relationship with the Los Angeles County Sheriff's Department. The Campus Police Department occasionally works with other law enforcement agencies, including the Federal Bureau of Investigation. Meetings may be held between the leaders of these agencies on both a formal and informal basis. The Campus Police Department and Los Angeles County Sheriff's Department communicate regularly on the scene of incidents that occur in and around the campus area. When incidents arise that require joint investigative efforts, resources, crime related reports and exchanges of information, the Campus Police Department will work closely with the Los Angeles County Sheriff's Department. There is a written memorandum of understanding between the Campus Police Department and the Los Angeles County Sheriff's Department.

In response to a call, the Campus Police Department will take the required action, dispatching an officer or asking the victim to file an incident report. All incident reports received by the Campus Police Department are forwarded to the Chief of Campus Police for review and potential action. Incidents involving student misconduct are also referred to the Coordinator of Student Judicial Affairs. Incidents involving employees shall be reported to the Vice President of Human Resources. Reports are provided to the President/Superintendent and Vice President of Student Services on a weekly basis. The Campus Police Department may investigate a report when it is deemed appropriate.

Crimes should be reported to the Campus Police Department to ensure inclusion in the annual crime statistics and to aid in providing timely warning notices to the community, when appropriate.

Community members, students, faculty, staff, and guests are encouraged to report all crimes and public safety related incidents to the Campus Police Department in a timely manner. To report a crime or an emergency on the campus, call the Campus Police Department at 562-402-3674. To report a non-emergency security or public safety related matter, call the Campus Police Department at 562-860-2451, ext. 2325.

The Campus Police have complete police authority to apprehend and arrest anyone involved in illegal acts on-campus and areas immediately adjacent to the campus. If minor offenses involving District rules and regulations are committed by a student, the campus police may also refer the individual to the Coordinator of Student Judicial Affairs. Major offenses such as rape, murder, aggravated assault, and robbery shall be reported to local law enforcement and the Campus Police Department and local law enforcement work together to solve these serious felony crimes. District Police personnel work closely with local, state, and federal police agencies. The District Police Department is also a part of the local 911 Emergency System. This information is provided to the Coordinator of Student Judicial Affairs and the Vice President of Human Resources for any action or follow-up that may be required.

Campus "Pastoral Counselors" and campus "Professional Counselors," when acting as such are not considered to be campus security officers and are not required to report crimes for inclusion into the annual disclosure of crime statistics. As a matter of policy they are encouraged, if and when they deem it appropriate, to inform persons being counseled of the procedures to report crimes on a voluntary basis for inclusion into the annual crime statistics. Other reporting guidelines are outlined in BP and AP 3515 titled Reporting of Crimes.

A campus Pastoral Counselor is a person who is associated with a religious order or denomination, recognized by that religious order or denomination as someone who provides confidential counseling and who is functioning within the scope of that recognition as a pastoral counselor.

A Professional Counselor provides mental health counseling to members of the District's community, functioning within the scope of his or her license or certification.

Office of Primary Responsibility: Vice President, Business Services

Date Approved: November 26, 2007

Date Revised: October 1, 2012

General Institution

AP 3530 WEAPONS ON CAMPUS

References:

Penal Code, Sections 626.9, 626.10, and 830 et seq.

Firearms, knives, explosives, or other dangerous objects, including but not limited to any facsimile firearm, knife, or explosive, are prohibited on all District grounds, except as authorized by law. The prohibition of firearms on any District campus, District center, or in any District facility includes both loaded and unloaded firearms, and applies to persons holding a valid license to carry a concealed firearm.

Activities involving firearms or other weapons conducted under the direction of District officials or as authorized by an official law enforcement agency shall be reported to the Chief of Campus Police before taking place.

Any person who believes that he or she may properly possess a firearm or other weapon on District grounds must promptly notify the Chief of Campus Police, and obtain written permission from the Chief of Campus Police to possess a firearm or other weapon on campus. Duly appointed peace officers, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who are authorized by law and their respective Department Policies to carry concealed firearms are exempt from the requirements of this paragraph.

Bringing or possessing any dirk, dagger, ice pick, or knife having a fixed blade longer than 2 1/2 inches upon the grounds of the District is strictly prohibited, unless the person is authorized to possess such a weapon in the course of his or her District employment, has been permitted by an authorized District employee to have such, or is a duly appointed peace officer who is engaged in the performance of his or her duties. Any student or employee who has been authorized to have a knife, including kitchen knives, must exercise caution in using and storing the knife.

Office of Primary Responsibility: Vice President, Business Services

Date Approved: November 26, 2007

Dates Revised: May 20, 2009; November 18, 2013

General Institution

AP 3540 SEXUAL AND OTHER ASSAULTS

References:

- Education Code, Sections 67385, 67385.7, and 67386;
- 20 U.S. Code, Section 1092(f);
- 34 Code of Federal Regulations, Section 668.46(b)(11)

For additional information and resources on sexual assault, domestic violence, dating violence, and stalking in the educational/campus environment, the Department of Justice has established a clearinghouse of resources geared towards colleges and universities, which can be accessed at the California Attorney General's website.

Any sexual assault or physical abuse, including, but not limited to, rape, domestic violence, dating violence, sexual assault, or stalking, as defined by California law, whether committed by an employee, student, or member of the public, occurring on District property, in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities or at another location, or on an off-campus site or facility maintained by the District, or on grounds or facilities maintained by a student organization, or at a District-sponsored activity on non-District property is a violation of District policies and regulations and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. (Also see BP 5500 titled Standards of Student Conduct, AP 3435 Discrimination and Harassment Investigations, and AP 5520 titled Student Discipline Procedures.)

"Sexual assault" includes but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of sexual assault.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a romantic or intimate relationship will be determined based on the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.

"Domestic violence" includes felony or misdemeanor crimes of violence committed by:

- a current or former spouse of the victim;
- a person with whom the victim shares a child in common;
- a person who is cohabitating with or has cohabitated with the victim as a spouse;
- a person similarly situated to a spouse of the victim under California law; or

- any other person against an adult or youth victim who is protected from that person's acts under California law.

"Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or to suffer substantial emotional distress.

It is the responsibility of each person involved in sexual activity to ensure that he or she has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.

"Affirmative consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity.

These written procedures and protocols are designed to ensure victims of domestic violence, dating violence, sexual assault, or stalking receive treatment and information. (For physical assaults/violence, also see AP 3500 titled Campus Safety; AP 3510 titled Workplace Violence; and AP 3515 titled Reporting of Crimes)

Reporting and Confidentiality Responsibilities of Personnel Providing Sexual-assault Related Services to Students Reporting Having Experienced Sexual Violence

The college is committed to protecting the safety of people on campus, responding students in crisis or potential crisis, and preventing sexual misconduct.

These categories of District employees, deemed confidential resource employees, are not required to report, without the student's consent, incidents of sexual violence experienced and reported by a student: mental health counselors, pastoral counselors (as defined in official federal Title IX and/or Clery Act documents), social workers, psychologists assigned to provide mental health services, health center employees, or any person with a professional license requiring confidentiality, or any person who is supervised by such a person. Additionally, individuals who work or volunteer in on-campus sexual assault centers, victim advocacy offices, women's centers, men's centers, or health centers including front desk staff and students in such locations, are not responsible for reporting to the District incidents of sexual violence reported to them by students.

If a student reports an incident of sexual misconduct to an employee or individual deemed a confidential resource employee identified above, the employee or individual shall:

1. Keep a student's report of sexual violence confidential;

2. Inform the student of campus resources for counseling, medical, and academic support;
3. Inform the student of their right to file a separate Title IX complaint with the College's Title IX Coordinator; and of their right to file a separate complaint of sexual violence with Campus Police; and that they are available to assist the student in filing such complaints;
4. Explain that Title IX includes protections against retaliation, and that District officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs;
5. Inform the student of the option to make a confidential report to ensure the safety of the student and others. With the student's permission, the employee or individual can report the nature, date, time, general location, and assailant description to the College without identifying the reporting student to allow the College to issue timely warnings such as text and email alerts to the campus community; and
6. Note and later provide to the Title IX Coordinator general information for the College's reported aggregated data: the nature, date, time, and general location of the incident. Non-professional counselors and advocates should consult with students regarding what information needs to be withheld to protect their identity.

All students, faculty members, or staff members who allege they are the victims of domestic violence, dating violence, sexual assault, or stalking on District property or on an off-campus site or facility maintained by the District or on grounds or facilities maintained by a student organization or at a District-sponsored activity on non-District property shall be provided with information regarding options and assistance available to them. Information shall be available from the Campus Police Department, which shall maintain the identity and other information about alleged sexual assault victims as confidential unless and until the Chief of Campus Police or designee is authorized to release such information.

The Campus Police Department, after being informed (refer also to section herein, "The victim's option to:"), shall provide all alleged victims of domestic violence, dating violence, sexual assault or stalking with the following:

- A copy of the Board Policy and Administrative Procedure regarding domestic violence, dating violence, sexual assault, or stalking;
- A list of personnel on campus who should be notified and procedures for such notification, if the alleged victim consents, including the President/Superintendent; Vice President of Student Services; Dean of Student Services; Vice President of Human Resources or designee; and/or the Associate Dean of Student Health and Wellness Services.
- Information about the importance of preserving evidence and the identification and location of witnesses;
- A description of available services and the persons on campus available to provide those services if requested. Services and those responsible for providing or arranging them include:
 - transportation to a hospital, if necessary (Campus Police);

- counseling by a mental health professional in Student Health Services or referral to a counseling center (Student Health Services, Campus Police);
- notice to the local police, if desired (Campus Police); and
- a list of other available campus resources or appropriate off-campus resources (Student Health Services, Campus Police).
- The victim's option to:
 - notify proper law enforcement authorities, including on-campus and local police;
 - be assisted by campus authorities in notifying law enforcement authorities if the victim so chooses; and
 - decline to notify such authorities;
- Information about the participation of victim advocates and other supporting people;
- The rights of victims and the institution's responsibilities regarding orders of protection, no contact orders, or similar lawful orders issued by a court;
- Information about how the district will protect the confidentiality of victims;
- Written notification of victims about options for, and available assistance in, changing academic, living, transportation, and working situations, if requested and if such accommodations are reasonably available, regardless of whether the victim chooses to report the crime to campus police or local law enforcement; and
- A description of each of the following procedures:
 - criminal prosecution;
 - civil prosecution (i.e., lawsuit);
 - District disciplinary procedures for students and employees, as applicable;
 - modification of a student's individual class schedule; and
 - tutoring, if necessary.

The Vice President of Human Resources or designee should be available to provide assistance to District law enforcement unit employees regarding how to respond appropriately to reports of sexual violence.

The District will investigate all complaints alleging sexual assault under the procedures for sexual harassment investigations described in AP 3435 regardless of whether a complaint is filed with local law enforcement.

All alleged victims of domestic violence, dating violence, sexual assault, or stalking on District property or on an off-campus site or facility maintained by the District or on grounds or facilities maintained by a student organization or at a District-sponsored activity on non-District property shall be kept informed through the Campus Police Department of any ongoing investigation. Information shall include the status of any student or employee disciplinary proceedings or appeal; alleged victims of domestic violence, dating violence, sexual assault, or stalking are required to maintain any such

158 information in confidence, unless the alleged assailant has waived rights to
159 confidentiality.

160 A complainant or witness who participates in an investigation of sexual assault,
161 domestic violence, dating violence, or stalking will not be subject to disciplinary
162 sanctions for a violation of the District's student conduct policy at or near the time of the
163 incident, unless the District determines that the violation was egregious, including but
164 not limited to, an action that places the health or safety of any other person at risk or an
165 action that involves academic dishonesty, including but not limited to, plagiarism or
166 cheating.

167 In the evaluation of complaints in any disciplinary process, it shall not be a valid excuse
168 to alleged lack of affirmative consent that the accused believed that the complainant
169 consented to the sexual activity under either of the following circumstances:

- 170 • The accused's belief in affirmative consent arose from the intoxication or
171 recklessness of the accused.
- 172 • The accused did not take reasonable steps, in the circumstances known to the
173 accused at the time, to ascertain whether the complainant affirmatively
174 consented.

175 In the evaluation of complaints in the disciplinary process, it shall not be a valid excuse
176 that the accused believed that the complainant affirmatively consented to the sexual
177 activity if the accused knew or reasonably should have known that the complainant was
178 unable to consent to the sexual activity under any of the following circumstances:

- 179 • The complainant was asleep or unconscious.
- 180 • The complainant was incapacitated due to the influence of drugs, alcohol, or
181 medication, so that the complainant could not understand the fact, nature, or
182 extent of the sexual activity.
- 183 • The complainant was unable to communicate due to a mental or physical
184 condition.

185 The District shall maintain the identity of any alleged victim, witness, or third-party
186 reporter of domestic violence, dating violence, sexual assault, or stalking on District
187 property, as defined above, in confidence unless the alleged victim, witness, or third-
188 party reporter specifically waives that right to confidentiality. All inquiries from reporters
189 or other media representatives about alleged domestic violence, dating violence, sexual
190 assaults, or stalking on District property shall be referred to the District's
191 President/Superintendent or designee, who shall work with the Chief of Campus Police
192 to ensure that all confidentiality rights are maintained.

193 Additionally, the Annual Security Report will include a statement regarding the District's
194 programs to prevent sexual assault, domestic violence, dating violence and stalking,
195 and procedures that should be followed after an incident of domestic violence, dating
196 violence, sexual assault, or stalking has been reported, including a statement of the
197 standard of evidence that will be used during and in any district proceeding arising from
198 such a report.

199 The statement must include the following:

- 200 • A description of educational programs to promote the awareness of rape,
201 acquaintance rape, other forcible and non-forcible sex offenses, domestic
202 violence, dating violence, or stalking;
- 203 • Procedures to follow if domestic violence, dating violence, a sex offense, or
204 stalking occurs, including who should be contacted, the importance of preserving
205 evidence to prove a criminal offense, and to whom the alleged offense should be
206 reported;
- 207 • Information on a student's right to notify appropriate law enforcement authorities,
208 including on-campus and local police, and a statement that campus personnel
209 will assist the student in notifying these authorities, if the student so requests,
210 and the right to decline to notify these authorities;
- 211 • Information about how the district will protect the confidentiality of victims,
212 including how publicly-available recordkeeping will be accomplished without the
213 inclusion of identifying information about the victim, to the extent permissible by
214 law;
- 215 • Information for students about existing on- and off-campus counseling, mental
216 health, victim advocacy, legal assistance or other student services for victims of
217 sex offenses;
- 218 • Written notification of victims about options for, and available assistance in,
219 changing academic, living, transportation, and working situations, if requested
220 and if such accommodations are reasonably available, regardless of whether the
221 victim chooses to report the crime to campus police or local law enforcement;
- 222 • Procedures for campus disciplinary action in cases of an alleged domestic
223 violence, dating violence, sexual assault, or stalking including a clear statement
224 that:
 - 225 ○ Such proceedings shall provide a prompt, fair, and impartial resolution;
 - 226 ○ Such proceedings shall be conducted by officials who receive annual
227 training on the issues related to domestic violence, dating violence,
228 sexual assault and stalking, and how to conduct an investigation and
229 hearing process that protects the safety of victims and promotes
230 accountability;
 - 231 ○ The accuser and the accused are entitled to the same opportunities to
232 have others present during a disciplinary proceeding; and
 - 233 ○ Both the accuser and the accused must be informed of the outcome of
234 any institutional disciplinary proceeding resulting from an alleged
235 domestic violence, dating violence, sexual assault or stalking, the
236 procedures for the accused and victim to appeal the results of the
237 disciplinary proceeding, of any changes to the results that occurs prior
238 to the time that such results become final, and when such results
239 become final. Compliance with this paragraph does not violate the
240 Family Educational Rights and Privacy Act (FERPA). For the purposes
241 of this paragraph, the outcome of a disciplinary proceeding means the
242 final determination with respect to the alleged domestic violence,
243 dating violence, sex offense, or stalking and any sanction that is
244 imposed against the accused.

- A description of the sanctions the campus may impose following a final determination by a campus disciplinary proceeding regarding rape, acquaintance rape, or other forcible or non-forcible sex offenses, domestic violence, dating violence, or stalking.

Education and Prevention Information

The Campus Police Department, in coordination with the Counseling Services Division, shall:

- Provide, as part of on-campus orientation programs, education and prevention, information about domestic violence, dating violence, sexual assault, and stalking. The information shall be developed in collaboration with campus-based and community-based victim advocacy organizations, and shall include the District's sexual assault policy and prevention strategies including empowerment programming for victim prevention, awareness raising campaigns, primary prevention, bystander intervention, and risk reduction.
- Post sexual violence prevention and education information on the campus internet website regarding domestic violence, dating violence, sexual assault and stalking.

Also see AP 3435 titled Discrimination and Harassment Investigations, BP 3540 titled Sexual and Other Assaults on Campus; AP 3500 titled Campus Safety; AP 3510 titled Workplace Violence; and AP 3515 titled Reporting of Crimes, AP 3520 Local Law Enforcement, BP 5500 titled Standards of Student Conduct, and AP 5520 titled Student Discipline Procedures

Offices of Primary Responsibility: Vice President, Business Services
Vice President, Human Resources

Date Approved: November 26, 2007
Dates Revised: October 1, 2012; November 18, 2013; September 22, 2014;
December 1, 2014; November 30, 2015; April 23, 2018

General Institution

**AP 3550 DRUG AND ALCOHOL FREE ENVIRONMENT AND
DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM**

References:

Drug Free Schools and Communities Act Amendment of 1989;
20 U.S. Code, Section 1011;
34 Code of Federal Regulations, Sections 86.1 et seq.;
Federal Drug-Free Workplace Act of 1988;
41 U.S. Code, Section 8103

The District is committed to providing its employees and students with an alcohol and drug-free campus and workplace environment. It emphasizes prevention and intervention through education.

Notice

The District will provide annual notice to students and employees of the District's drug and alcohol free campus and workplace environment. The District will provide written and/or electronic notice of its policies through:

- Publication of the policy in class schedules in print and on on-line;
- Annual print notification to employees in their paychecks; and
- Online publication of Board Policies.

Health Risks That May Be Associated with the Use of Illicit Drugs and the Abuse of Alcohol

- Partner and/or child abuse.
(HHS—NIH—NIDA: *Drug Abuse and Addiction: One of America's Most Challenging Problems* and HHS—NIH—NIAAA: *A Snapshot of Annual High-Risk College Drinking Consequences*)
- Unintended injuries or death, including motor vehicle crashes.
(Hingson, R.W., et al: *Magnitude of Alcohol-Related Mortality and Morbidity among U.S. College Students Ages 18-24*, in The Journal of Studies on Alcohol, March, 2002)
- Being hit, otherwise assaulted, violently attacked, and/or murdered by another under the influence.
(HHS—NIH—NIDA: *Drug Abuse and Addiction: One of America's Most Challenging Problems*)
- Sexual activity without protection against HIV, hepatitis (A, B, and C), and other STDs.
(HHS—NIH—NIDA: *Drug Abuse and Addiction: One of America's Most Challenging Problems*)

- Rape, including date rape; other sexual assault; and/or other sexual activity when under the influence and unable to consent.
(Hingson, R.W., et al: *Magnitude of Alcohol-Related Mortality and Morbidity among U.S. College Students Ages 18-24*, in The Journal of Studies on Alcohol, March, 2002)
- Unsafe interactions with medications, including more than 150 medications that should not be mixed with alcohol.
(HHS—NIH—NIAAA: *Alcohol: What You Don't Know Can Harm You*)
- Binge and other drinking behaviors leading to ingestion of toxic amounts of alcohol, which can lead to alcohol poisoning, with effects including mental confusion, stupor, coma, inability to be roused, vomiting, seizures, slow or irregular breathing, hypothermia, bluish skin color, and paleness, and, if left untreated, seizures, permanent brain damage, and/or death.
(HHS—NIH—NIAAA: *Facts About Alcohol Poisoning*)
- Premature births and low birth weights; alcohol and illicit drug-related birth defects, including fetal alcohol syndrome (FAS) involving severe physical, mental, and behavioral problems; and in the case of prenatal cocaine exposure, a 1.5 times increased likelihood of needing special education services in school.
(HHS—NIH—NIAAA: *Alcohol: What You Don't Know Can Harm You* and *Drug Abuse and Addiction: One of America's Most Challenging Problems*)
- Suicide.
(HHS—NIH—NIAAA: *A Snapshot of Annual High-Risk College Drinking Consequences*)
- Long-term health problems including liver disease; heart disease; cancers including those of the mouth, throat, larynx (voice box), breast, rectum, and colon; and pancreatitis.
(HHS—NIH—NIAAA: *Alcohol: What You Don't Know Can Harm You*)
- Homelessness.
(HHS—NIH—NIDA: *Drug Abuse and Addiction: One of America's Most Challenging Problems*)

Prevention and Intervention Programs

The District provides education and maintains programs and services designed to aid students, employees and their families in receiving assistance for alcohol and/or drug abuse problems. Included in these educational and assistive programs and services are:

- Notification of the dangers of drug use and dependency in the class schedule;
- Mental health services provided to students through the Student Health Services; and
- An Employee Assistance Program (EAP) for employees and their families.

Alcohol and Drug Prohibitions

The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or any controlled substance is prohibited on District property, during District-sponsored field trips, activities or workshops, and in any facility or vehicle operated by the District.

Violation of Board Policy 3550, Drug and Alcohol Free Environment and Drug and Alcohol Abuse Prevention Program, will be addressed by the District. The District will take appropriate action designed to address each specific violation, which may include, but is not limited to:

- Termination of employment,
- Expulsion,
- Referral to Campus Police or other law enforcement agency for prosecution as permitted by law, or
- Mandatory participation in an alcohol or drug abuse assistance or rehabilitation program.

As a condition of employment, employees of the District will have their fingerprints recorded with the California State Department of Justice and any conviction or violations of the law involving drugs and/or alcohol will be reported to Campus Police and to the Human Resources Office pursuant to the requirements of law. In addition, employees must notify the District within five (5) calendar days of any conviction for violation of a criminal drug statute occurring in the workplace. The District is required to report any violations of criminal drug or alcohol statutes that occur in the workplace to the United States Department of Education on an annual basis.

Also see AP 5520 titled Student Discipline Procedures

Offices of Primary Responsibility: Vice President, Student Services
Vice President, Human Resources

Date Approved: November 26, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 8012)

General Institution**AP 3560 ALCOHOLIC BEVERAGES****References:**

Business and Professions Code, Sections 24045.4, 24045.6, 25608, and 25658;
34 CFR 668.46(b)

The possession, sale or the furnishing of alcohol on campus and at functions of the District is governed by California state law and these procedures. The possession, sale, consumption or furnishing of alcohol is controlled by the California Department of Alcohol and Beverage Control. However, the enforcement of alcohol laws on-campus is the primary responsibility of the Campus Police Department. Possession and/or consumption of alcoholic beverages is a violation of the Code of Student Conduct. The Office of Student Conduct and Grievances administers the student due process and sanctioning for student violations. The campus has been designated "Drug free" and only under certain circumstances is the consumption of alcohol permitted. The possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws. Such laws are strictly enforced by the Campus Police Department. Violators are subject to disciplinary action, criminal prosecution, fine and imprisonment. It is unlawful to sell, furnish or provide alcohol to a person under the age of 21. The possession of alcohol by anyone under 21 years of age in a public place or a place open to the public is illegal. It is also a violation of this policy for anyone to consume or possess alcohol in any public or private area of campus without prior District approval. Organizations or groups violating alcohol or substance policies or laws may be subject to sanctions by the District.

Alcoholic beverages on campus are permitted in a preapproved, designated area if:

- The alcoholic beverage is for use in connection with a course of instruction, sponsored dinner or meal demonstration given as part of a culinary arts program, and the instructor or individual has been authorized to acquire, possess, use, sell, or consume it by the President/Superintendent.
- Students 18 years of age or more taste, but do not swallow or consume, beer or wine for educational purposes as part of the instruction in an enology or brewing degree program, and the beer or wine remains in the control of the instructor.
- The alcoholic beverage is possessed, consumed, or sold, pursuant to a license or permit obtained for special events held at the facilities of the District during the special event. "Special event" means events that are held with the permission of the Board of Trustees that are festivals, shows, private parties, concerts, theatrical productions, and other events held on the premises of the District and for which the principal attendees are members of the general public or invited guests and not students of Cerritos College.

- The alcoholic beverage is for use during a fundraiser held to benefit a nonprofit corporation that has obtained a license under the Business and Professions Code to do so provided that no alcoholic beverage can be acquired, possessed or used at a football game or other athletic contest sponsored by the District.
- The alcoholic beverage is acquired, possessed, or consumed pursuant to a license or permit obtained for special events held at facilities of the District at a time when students are not on the grounds. "Facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities.

Offices of Primary Responsibility: Vice President, Business Services
Vice President, Student Services

Date Approved: November 26, 2007

Dates Revised: June 18, 2008; March 28, 2011; March 26, 2012; May 9, 2016

General Institution

AP 3570 SMOKING

References:

Government Code, Sections 7596, 7597, 7597.1, and 7598;
Labor Code, Section 6404.5;
Health and Safety Code Section 104495;
Title 5, Section 5148

Smoking, including the use of electronic cigarettes or other emission-producing products or devices, is prohibited:

- within 20 feet of any exit, entrance, operable window, or ventilation intake of any campus building or structure;
- in any enclosed area on campus, including lobbies, lounges, courtyards, waiting areas, stairwells, and restrooms that are a part of any building or structure; and
- in all District vehicles, including gasoline or electric carts.

Tobacco products, including cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, and an electronic device that delivers nicotine or other vaporized liquids to a person inhaling from the device (e.g., e-cigarettes and vaporizers) may not be used within 250 feet of a youth sports event. A youth sports event is any practice, game, or related activity organized by any entity at which athletes up to 18 years of age are present.

Offices of Primary Responsibility: Vice President, Business Services
Vice President, Student Services

Date Approved: November 26, 2007

Dates Revised: August 13, 2012; February 24, 2014

General Institution

1 AP 3580 ENVIRONMENTAL SUSTAINABILITY

2 References:

3 None

4 The President/Superintendent or designee shall develop practices and procedures that
5 promote leadership on sustainability issues in all areas of the college including instruction,
6 operations, facilities, construction, land use, water conservation, solid-waste
7 minimization, storm-water pollution prevention, greenhouse gas emissions, recycling,
8 energy management, transportation, and environmental and financial responsibility.

9 The President/Superintendent shall guide the development of a Sustainability Plan by a
10 committee comprised of representatives from faculty, staff, students, and administrators
11 with input from the campus communities through public forums or other means.

12 The Sustainability Plan will direct future sustainability efforts of the District. The plan will
13 include the following categories:

- 14 1. Green Buildings with a Goal of Meeting LEED Standards
- 15 2. Energy Conservation and Alternative Energy Generation
- 16 3. Water Conservation
- 17 4. Transportation
- 18 5. Procurement Practices
- 19 6. Academic Instruction and Workforce Training
- 20 7. Climate/Greenhouse Gas Emissions
- 21 8. Communication and Outreach
- 22 9. Funding
- 23 10. Waste Diversion
- 24 11. Recycling

25 The President/Superintendent shall submit the Sustainability Plan to the Board for its
26 review and provide annual reports on the progress of the sustainability efforts.

27 Office of Primary Responsibility: President/Superintendent

Date Approved: April 28, 2014

General Institution

AP 3590 COMMITTEE ON ART IN PUBLIC SPACES (CAPS)

References:

None

Statement of Purpose

Cerritos College is committed to educating and enriching the lives of its students, faculty, staff, alumni and visitors to the campus while enhancing the local communities it serves. The Committee on Art in Public Spaces (CAPS) supports this commitment by exhibiting art in public spaces on the campus representing the diverse values of the college's communities and highest levels of artistic achievement.

Scope of Committee

CAPS will review all artwork(s) proposed for installation in public spaces on campus, as defined below, prior to its official purchase, commission or donation. The review process may culminate in recommendations regarding the selection of artists and/or artworks, the identification of possible funding streams to support artist payment and/or acquisition of the artwork, and the site placement of the artwork in accordance with the current Cerritos College Facilities Master Plan.

Definitions

Public spaces shall refer to all sites exterior to campus buildings and unenclosed interior spaces within college boundaries to which the public has general access.

Artwork(s) shall refer to any works of art created or considered for permanent, semi-permanent and/or temporary installation in public spaces, so long as they are not associated with the standard permanent collections acquisition activities of the Cerritos College Art Gallery. Additionally, artworks included in temporary exhibits that are located in spaces controlled and maintained by the Cerritos College Art Gallery or other academic-based exhibiting units of Cerritos College, regardless of public access, are not subject to this policy. The term artwork does not herein apply to the regular beautification of landscape, equipment, signage, design features, or facility construction or modernization that would normally be carried out by the College's Physical Plant and Construction Services Department, though CAPS advice should be sought when these maintenance and upgrade activities might physically and/or visually encroach upon, or interfere with, existing artworks and/or proposed sites for future artwork installation.

Permanent: CAPS considers proposals from individuals or entities who support Cerritos College for the installation of artworks for periods beyond three (3) years. Permanent

artworks, whether provided via donation, acquisition, or commission, become the sole property of Cerritos College and will be governed by CAPS regulations on maintenance, security, relocation and removal. In some cases, permanent artworks will be intended as site-specific installations and, in such cases, CAPS will make every effort to ensure that the artwork remains in its intended location in perpetuity.

Semi-Permanent: CAPS considers proposals from individuals or entities who support Cerritos College for the installation of artworks for an extended period (e.g., usually three (3) months to three (3) years), but not meant for permanent installation. These may include artworks provided by an individual or entity or artworks requested as a loan from the permanent collections holdings of the Cerritos College Art Gallery.

Temporary: CAPS considers proposals from individuals or entities who support Cerritos College for the installation of artworks for a brief period (e.g., durations ranging from one (1) day to three (3) months). CAPS does NOT oversee established spaces for the installation of art, such as the Cerritos College Art Gallery or the display cases within the Dr. Wilford Michael Library and Learning Resource Center, nor does CAPS oversee displays unintended as public art (e.g., Associated Students of Cerritos College [ASCC] events or the temporary installation of objects used for personal and/or collective political protest).

Membership

CAPS will operate as both a shared governance committee with permanent membership when recommending college policy and procedures regarding public display, as well as an as needed sub-committee, with additional ad-hoc members, when reviewing specific artwork for display in public spaces.

Permanent Membership

Permanent membership in CAPS shall include:

- President/Superintendent, or designee (Chair)
- Executive Director, Cerritos College Foundation
- Director, Physical Plant and Construction Services (Appointed by ACCME)
- Dean of Fine Arts and Communications* (Appointed by ACCME)
- Director of the Cerritos College Art Gallery
- Faculty Representative from Studio Arts* (Appointed by Faculty Senate)
- Faculty Representative from Art History* (Appointed by Faculty Senate)
- Classified Representative (Appointed by CSEA)
- Student Representative* assigned to serve as Commissioner of Convocation and Fine Arts, or designee (Appointed by ASCC)
- Confidential Representative (Appointed by confidential employee group)
- Community Representative (Refer to Shared Governance Document [Appendix E](#))

**Note: The disciplinary specificity of the faculty, student and administration within the permanent membership is intended to ensure the highest-level of artistic achievement by directly incorporating requisite expertise in the areas of applied art and art history. However, selection of artwork for display in public spaces that directly impact specific*

divisions/departments will always be based on the advice and consent of appropriate faculty, classified staff and management representatives of those areas through the establishment of temporary ad-hoc members in the relevant Review Sub-Committee.

Ad-Hoc Membership (Sub-Committee for Review of Artwork)

If the artwork is to be placed within, or in close proximity to, an existing building or one being newly constructed, the CAPS chair will consult with Faculty Senate, CSEA and ACCME to temporarily appoint to the sub-committee one or more voting representatives of the unit(s) occupying the building and/or inhabiting the unit(s) “(the “Ad-Hoc Members”)”.

If the artwork is to be placed within, or in close proximity to, a newly constructed building, the architectural firm responsible for the design of the building will also be permitted to appoint one non-voting representative to the committee when it is reviewing artwork specifically intended for installation at the site.

Terms of Appointment

Faculty, staff and administrators, sitting on the Permanent Membership of the committee are expected to serve for at least two years, and may be reappointed without restriction. Student representatives sitting on the Permanent Membership of the committee are expected to serve one year, which appointment may be extended for one additional year. Ad-Hoc Members are only active until the artwork under review is selected and may only participate in committee activities directly connected to that selection.

Quorum

To conduct any business, a quorum (2/3 majority) of the Permanent Members, and if applicable, the Ad-Hoc Members, must be present. For any action to pass, a 2/3 affirmative vote or greater is required of the quorum then present. When voting on the selection and/or commissioning of artwork involving Ad-Hoc Members, the maximum number of Ad-Hoc Members entitled to vote shall not exceed the number of Permanent Members then present and voting.

Methods of Selection and/or Acquisition:

The following types of selection and/or acquisition are to be recommended by CAPS:

Donation: An artwork, intended for public display, is offered as a donation to the College by an alumni, employee, student, artist, collector, art gallery or member of the local communities. These gifts can be made with or without restrictions; for example, a member of the Class of 1982 donates a Noguchi sculpture to the College or a memorial sculpture is offered in memory of an alumna. Acceptance of donations shall follow the procedures set forth in Board Policy and Administrative Procedure 3820 Gifts and Fund Raising.

Direct Selection/Commission: An individual artist, an art collective, or a design firm is directly and purposefully chosen by CAPS in order to purchase an existing artwork or commission a new artwork; for example, a notable painter is commissioned to create a mural for a new or renovated building.

Open Competition: CAPS seeks proposals to acquire an artwork for a specific site by holding a competition for the commissioning of said artwork; for example, a kinetic sculpture is desired for a building lobby, but a specific artist, art collective or design firm is not directly pre-selected to complete the project.

Intra-Campus Loan: On behalf of any administrative unit of the Cerritos College campus, CAPS may request artworks for temporary or semi-permanent installation within said units from the Cerritos College Art Gallery's permanent collections. Before any specific artwork may be considered for loan, the Director of the Cerritos College Art Gallery will first assess said object, based on the curatorial and archival needs of the Art Gallery and the levels of safety and security required for the requested artwork in the intended exhibition location during the loan period.

Artwork Selection/Acquisition Procedures

Public art has a long history of controversy and it is essential that decision-making remains independent of political pressures, fluctuations in artistic taste, popularity or public opinion.

Donation: Potential donors should initially be directed to the Office of the President or the Cerritos College Foundation, but all artworks intended to be displayed in public, of the types described above, must be recommended by CAPS prior to official acquisition by the Board of Trustees.

In the event a potential donor contacts a Cerritos College representative with an offer, that member (of the staff, the faculty or the Board), should immediately direct the potential donor to contact the Office of the President or the Cerritos College Foundation to discuss the potential gift. The President/Superintendent or the Executive Director of the Foundation will then bring the proposal to the full CAPS for review before any agreements are made with the donor or any artwork is accepted by the College.

This review may be based on conversations or a written proposal. For an existing artwork, documentation supporting ownership and/or provenance will be required to ensure the acquisition of the artwork by Cerritos College is legal and warranted. If ad-hoc members are required to participate in the review, the Chair will appoint them at this time. The review will address the appropriateness of the artwork for the College, including, but not limited to: artist reputation, content, size, material, condition, site suitability, and installation and maintenance costs. Any financial and/or labor costs related to shipping, installation and/or maintenance must have identified funding streams provided and approved by the appropriate college unit(s) prior to review.

At the conclusion of the review process, a quorum of the selection votes will determine whether to recommend the selection or acquisition, as appropriate, of the particular

artwork. Any reservations or potential issues should be noted as well. An affirmative vote is a recommendation to the Board of Trustees, who must then make the final acceptance or rejection of the donation. Acceptance of donations shall follow the procedures set forth in Board Policy and Administrative Procedure 3820 Gifts and Fund Raising.

Direct Selection/Commission: Any department of the College may identify a desire to select/commission an artist to produce an artwork for the area(s) overseen by said department, but any and all negotiations for the selection and/or commission of artworks intended to be displayed in public, of the types described above, must originate from CAPS prior to official selection/commission by the Board of Trustees.

Prior to any formal conversations with a potential artist, a representative of said department must discuss the potential selection and/or commission with the President/Superintendent of Cerritos College or the Executive Director of the Foundation, who will then bring the proposal to the full CAPS for review and recommended approval by the Board of Trustees before any agreements are made with the artist or any artwork is accepted by the College.

This review may be based on conversations or a written proposal. For an existing artwork, documentation supporting ownership and/or provenance will be required to ensure the acquisition of the artwork by Cerritos College is legal and warranted. If ad-hoc members are required to participate in the review, the Chair will appoint them at this time. The review will address the appropriateness of the artwork for the College, including, but not limited to: artist reputation, content, size, material, condition, site suitability, and installation and maintenance costs. Any financial and/or labor costs related to shipping, installation and/or maintenance must have identified funding streams provided and approved by the appropriate college unit(s) prior to review.

At the conclusion of the review process, a quorum of the selection votes will determine whether to recommend the selection or acquisition, as appropriate, of the particular artwork. Any reservations or potential issues should be noted as well. An affirmative vote is a recommendation to the Board of Trustees, who must then make the final acceptance or rejection of the selection and/or commission.

Open Competition: Any department of the College may identify a desire to accept proposals via an open competition of artists to produce an artwork for the area(s) overseen by said department, but any and all public announcements of an open competition, for the selection and/or commission of artwork intended to be displayed in public, of the types described above, must originate from CAPS prior to official selection/commission by the Board of Trustees.

Prior to any formal announcement of an open competition, a representative of said department must discuss the potential request first with the Director of the Purchasing Department followed by either the President/Superintendent or the Executive Director of the Foundation, who will then bring the proposed competition for review before the full CAPS before any announcements are made. Once the need for an open competition is established and potential funding streams for purchase, commission, shipping,

194 installation, and maintenance are identified and approved by the appropriate College
195 unit(s), the Purchasing Department shall administer in coordination with CAPS the
196 preparation and distribution of a Request for Qualifications/Proposals (RFQ/RFP) on
197 behalf of said department and/or the College at large. Criteria regarding the potential
198 selection of the artwork shall be listed in the RFQ/RFP, with a definitive deadline for
199 submission and timeline for project completion/installation included.

200 Once the deadline for submission has closed, the Purchasing Department in coordination
201 with CAPS will review all submitted proposals. For an existing artwork, documentation
202 supporting ownership and/or provenance will be required to ensure the acquisition of the
203 artwork by the College is legal and warranted. If Ad-Hoc Members are required to
204 participate in the review, the Chair will appoint them at this time. The review will address
205 the appropriateness of any artwork for the College, including, but not limited to: artist
206 reputation, content, size, material, condition, site suitability, and acquisition costs,
207 including installation and maintenance costs.

208 At the conclusion of the review process, a quorum of the Permanent Members, and if
209 applicable, the Ad-Hoc Members, will vote to determine whether to recommend the
210 selection or a shortlist of acceptable proposals for further consideration prior to final
211 selection. Any reservations or potential issues should be noted for each selected
212 artist/proposal. This vote is a recommendation to the Board of Trustees, who must make
213 the final acceptance or rejection.

214 **Loan:** Any department/unit of the College may identify a desire to select an artwork from
215 the permanent collections holdings of the Cerritos College Art Gallery for display in the
216 area(s) overseen by said department/unit.

217 Prior to consideration by CAPS, the Director of the Cerritos College Art Gallery will meet
218 with a representative of the department/unit and identify available artworks within the
219 permanent collections that would be appropriate for display in said department/unit. Any
220 artworks loaned for display would need to be secure (to avoid theft) and safely displayed
221 (to avoid damage). All departments/units need to be aware that some artworks within the
222 permanent collections may never be available for loan, due to their sensitivity and/or
223 value.

224 Once a desired artwork has been identified by the department/unit and assessed for
225 public display within the desired location by the Director of the Cerritos College Art
226 Gallery, CAPS will then confirm (or deny) the transaction. If confirmed, CAPS will
227 acknowledge the existence, as well as the limits of the loan (temporary to semi-
228 permanent). The Art Gallery staff will then professionally install the artwork for display
229 following best practices set by the American Alliance of Museums and inform the
230 department/unit of their responsibility to care for, and protect, the artwork throughout the
231 term of the loan.

232 **Maintenance, Security, and Safety**

233 **Maintenance:** Every effort will be made to ensure that artwork is properly maintained
234 and retains the integrity of the artwork per the artist's original intent. In some cases,

upkeep due to natural weathering may require alteration in order to preserve the artwork for posterity. If this becomes necessary, CAPS will work with the artist(s) or, as applicable, the artist(s) and/or heir(s) and/or representative(s) to ensure proper conservation procedures are observed.

Security: Every effort will be made—through installation strategies and, if necessary, surveillance—to prevent vandalism, desecration and/or theft of the artwork. In the case it becomes necessary to repair an artwork because of intentional damaging, every effort will be made to retain the integrity of the artwork per the artist's original intent. If this becomes necessary, CAPS will work with the artist(s), or, as applicable, the artist(s) and/or heir(s) and/or representative(s) to ensure alterations are minimal and that proper conservation procedures are observed.

Safety: Every effort will be made to ensure that the installation of any artwork is appropriate and secure for audiences to experience safely (traffics flows, etc.).

Relocation or Removal of Public Art

Public artworks often have particular relevance to their original intended location. Cerritos College seeks to retain the integrity of artworks and the relationship to the locations for which they were created, in keeping with the artist's, donor's or lender's original intentions, and consistent with the rights afforded by contractual agreements and copyright legislation. However, college campuses are often in a state of evolution as academic and facilities necessities change over time, and occasionally, as the College changes and evolves there may be reasons to review the location or retention of a public artwork.

To this end, CAPS will consider relocation or removal of public art as needed. However, this process will only occur after careful and impartial evaluation of all possible options. It will necessarily involve the same degree of careful review as a decision to commission an artwork; informed by professional judgment and the best interests of the college community. Public art has a long history of controversy and it is essential that decision-making remains independent of political pressures, fluctuations in artistic taste, popularity, or public opinion.

If warranted, CAPS will recommend the relocation or removal of an artwork to the Board of Trustees for confirmation.

Criteria: A public artwork may be considered for relocation or removal if one or more of the following conditions apply. While these criteria may prompt a review process, they are not the only criteria upon which a final decision on whether to relocate or remove a public artwork is based.

- Continued display of the public artwork undermines the artist's intention.
- Significant and/or substantial changes in the pattern of use, community, character or design of the environment where the public artwork is located necessitates a re-evaluation of the relationship of the public artwork to the location.

274 • The public artwork location or part of the location is to be redeveloped or
275 demolished and it is not possible to incorporate the public artwork into the
276 redevelopment without compromising the integrity of the public artwork or incurring
277 excessive costs.

278 • The public artwork requires a high level of maintenance and/or conservation
279 incurring excessive costs.

280 • The public artwork possesses serious or dangerous faults in design or
281 workmanship and repair or remedy is impractical, not feasible or will undermine
282 the integrity of the public artwork.

283 • The public artwork endangers public health and safety and remedy is impractical,
284 not feasible or will undermine the integrity of the public artwork.

285 • Cerritos College is unable to reasonably guarantee the condition or security of the
286 public artwork in its present location, or the public artwork is irreparably damaged,
287 due to reasons beyond the control of the College.

288 Every reasonable effort shall be made to inform the artist(s) or donor(s) (where
289 applicable), or the designated heir(s) or legally recognized representative(s) of these
290 parties, that a relocation or removal review process is underway, and of their opportunity
291 for involvement, if so warranted.

292 If relocation is not feasible and removal is identified as the only foreseeable option, the
293 donor(s), artist(s), designated heir(s) or legally recognized representative(s) will be given
294 'right of first refusal' to claim or purchase the artwork (as established by CAPS policy on
295 sale, gifting, and destruction listed herein).

296 At the completion of the review process, CAPS may decide to:

297 **Retain the artwork in the College's public art collection and either:**

- 298 • Relocate to another public location;
299 • Remove and put into storage;
300 • Lend to another organization; or

301 **Remove from the College's public art collection and either:**

- 302 • Offer back to the donor;
303 • Offer back to the artist;
304 • Gift to another organization;
305 • Sell; or
306 • Destroy.

307 CAPS recommendation will take into account first and foremost any legal obligations
308 owed by Cerritos College to the artist(s) or donor(s) (where applicable). Where the public
309 artwork is owned by Cerritos College, a written agreement with the artist may still oblige
310 Cerritos College to first offer the public artwork to the artist to purchase in the event of a
311 removal (first right of refusal).

312 In the event a sale of the artwork is deemed the only available option, the following
313 guidelines will govern the sale:

- 314 • All proceeds from the sale of the artwork will be allocated to CAPS for the
315 commissioning of alternative artworks more suited for the campus' needs. Note:
316 A percentage of the sale may be required to go to the artist, based on state and
317 federal statutes and/or contractual obligations entered into by the College at the
318 time of commission or acquisition.

319 **Disclaimer**

320 This document is provided for the use and convenience of conducting the business of the
321 Cerritos College Committee on Art in Public Spaces. The contents of this document are
322 not intended to be final or binding upon the governing board or the administration of the
323 District. This document is not intended to be an official publication of the policies,
324 procedures or statements included herein, or of any official policy, procedure or regulation
325 of the District.

326 The District reserves the right to amend its policies, procedures and regulations at any
327 time. The contents of this document do not supersede the official policies, procedures or
328 regulations of the District, nor do the contents supersede the laws of the state of California
329 or the regulations promulgated by the California Community Colleges Chancellor's Office.

330 Also see BP and AP 3820 Gifts and Fundraising

331 Offices of Primary Responsibility: Vice President, Academic Affairs
332 Vice President, Business Services

Date Approved: July 15, 2015
Date Revised: January 25, 2016

General Institution

AP 3600 AUXILIARY ORGANIZATIONS

References:

Education Code, Sections 72670 et seq. and 72690;
Government Code, Sections 12580 et seq.;
Title 5, Sections 59250 et seq.

Definitions

Board of Directors - The term board of directors as used herein means the governing board of an auxiliary organization.

Board of Trustees - The term Board of Trustees as used herein means the Board of Trustees of the District.

Board of Governors - The term Board of Governors as used herein means the Board of Governors of the California Community Colleges.

President/Superintendent - The term President/Superintendent as used herein means the President/Superintendent of the District or designee.

District - The term District as used herein means the Cerritos Community College District.

Recognition and Establishment of Auxiliary Organizations

The President/Superintendent shall submit a recommendation to the Board of Trustees to establish an auxiliary organization when the organization will serve the District. The recommendation includes, but is not limited to, the following:

- The purpose(s) for which the auxiliary organization is to be established;
- A statement of fact that the auxiliary organization exists solely to serve the District;
- The functions which the auxiliary organization is intended to perform;
- The proposed bylaws and articles of incorporation for the auxiliary organization, including the size and composition of the board of directors; and
- The proposed written agreement between the auxiliary organization and the District, as required in Title 5, Section 59259.

The process of recognition shall be as follows:

- When the President/Superintendent receives a request to establish an auxiliary organization, the President/Superintendent shall submit a recommendation concerning the establishment of said organization to the Board of Trustees within three months.
- The Board of Trustees shall hold a public hearing on each recommendation concerning the establishment of an auxiliary organization.

- At a subsequent scheduled meeting after the public hearing, the Board shall announce its decision concerning the establishment of the organization, and, if approved, authorize the functions it may perform, identify the number and category or categories of the board of directors and approve contractual arrangements.

At such time as the District recognizes an auxiliary organization, it shall submit to the state Chancellor's Office any written agreements with the auxiliary organization, as well as the articles of incorporation, bylaws, or other governing instruments.

Recognized Services, Programs and Functions

Auxiliary organizations may be recognized and established by the Board of Trustees to perform services, programs and functions which are an integral part of the community college educational programs. The following supportive services and specified programs have been determined to be appropriate:

- Student association or organization activities;
- Bookstores;
- Food and campus services;
- Facilities and equipment, including parking;
- Loans, scholarships, grants-in-aid;
- Workshops, conferences, institutes and federal and specially funded projects;
- Alumni activities;
- Supplemental health services;
- Gifts, bequests, devises, endowments and trusts; and
- Public relations programs.

This section shall not be construed to prohibit an auxiliary organization from taking actions essential to satisfy the non-profit corporation or tax laws of the State of California or the federal tax laws.

Operations of commercial services on a campus shall be self supporting when operated by an auxiliary organization.

Authority and Responsibility of Auxiliary Organizations

Participation in workshops, conferences, or institutes offered by auxiliary organizations shall not be included in reports to the state for the purpose of receiving apportionment funding.

All services, programs and activities that may be undertaken by an auxiliary organization shall be maintained for the general benefit of the educational program of the District. Upon approval by the Board of Trustees, an auxiliary organization may assume any of the services, programs and activities listed in these procedures in order:

- To provide the fiscal means and the management procedures that allow the District to carry on educationally related activities not normally funded by state apportionment;

- To eliminate the undue difficulty that would otherwise arise under the usual governmental budgetary, purchasing, and other fiscal controls except as expressly prohibited by the Education Code or Title 5 or the District's procedures; or
- To provide fiscal procedures and management systems that allow effective coordination of the auxiliary activities with the District in accordance with sound business practices.

Composition of Boards of Directors

The board of directors of each auxiliary organization shall be appointed in accordance with the organization's articles of incorporation or bylaws and consisting of voting membership from one or more of the following categories: administration, staff, members of the community, students.

The size of the board of directors of an auxiliary organization shall be at least large enough to accommodate the one or more categories from which board members are selected.

The board of directors shall have the advice and counsel of at least one attorney admitted to practice in California and at least one certified public accountant. Upon being notified of the certified public accountant selected by an auxiliary organization, the District shall forward the applicable auditing and reporting procedures to the selected certified public accountant.

Conduct of Boards of Directors

No member of the board of directors of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he/she is a member. Any contract or transaction entered into in violation of this section is void.

No contract or other transaction entered into by the board of directors of an auxiliary organization is void under the provisions of Education Code, Section 72677; nor shall any member of such board be disqualified or deemed guilty of misconduct in office under such provisions, if pursuant to Education Code, Section 72678 both of the following conditions are met:

- The fact of such financial interest is disclosed or known to the board of directors and noted in the minutes, and the board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members.
- The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

The provisions of Education Code, Section 72678 above shall not be applicable if any of the following conditions are met:

- The contract or transaction is between an auxiliary organization and a member of the board of directors of that auxiliary organization.
- The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the board of that auxiliary

organization is a partner or in which he or she is the owner or holder, directly or indirectly, of a proprietorship interest.

- The contract or transaction is between an auxiliary organization and a corporation in which any member of the board of directors of that auxiliary organization is the owner or holder, directly or indirectly, of five percent or more of the outstanding common stock.
- A member of the board of directors of an auxiliary organization is interested in a contract or transaction within the meaning of Education Code, Section 72677 and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

It is unlawful for any person to utilize any information, not a matter of public record, which is received by the person by reason of his/her membership on the board of directors of an auxiliary organization, for personal pecuniary gain, regardless of whether he or she is or is not a member of the board at the time such gain is realized.

Bylaws

The bylaws of an auxiliary organization shall include, but not be limited to, specifying:

- The number of members of the board of directors, the categories from which members shall be selected and the method by which they shall be selected.
- The size of the board of directors.
- That at least one public business meeting will be held each quarter.
- The procedures for approving expenditures.
- The procedures for accepting gifts, donations, bequests, trusts and specially funded grants and other income.

Master Agreement between District and Auxiliary Organizations

In the recognition and establishment of an auxiliary organization, there shall be a written agreement between the District and the auxiliary organization which sets forth the purposes of the auxiliary organization as permitted under this procedure and Title 5, Section 59259.

Should an auxiliary organization provide more than one service, program or function, such service, program or function may be authorized in one of more written contracts with the District. Such services, programs, and functions thereby performed by an auxiliary organization may also be part of a joint powers agreement in accordance with Education Code, Section 72671 and Government Code, Sections 6500 et seq.

An auxiliary organization shall provide only those services, programs, or functions authorized by a written agreement. No other service, program, or function shall be permitted or performed unless a written agreement between the District and the auxiliary organization is amended to provide otherwise.

The agreement shall include, but is not limited to, the following provisions:

- The services, programs, or functions the auxiliary organization is to manage, operate, or administer.
- A statement of the reasons for administration of the functions by the auxiliary organization instead of by the District under usual District procedures.
- The areas of authority and responsibility of the auxiliary organization and the District or College.
- The facilities and services to be made available by the District to permit the auxiliary organization to perform the services, programs, or functions specified in the written agreement.
- The charge or rental to be paid to the District by the auxiliary organization for the facilities used or services provided in connection with the performance of its function. The charge or rental specified shall be identified in sufficient time before it is incurred so that the organization may determine to what extent it is liable.
- A mutually agreed upon method of determining in advance to what extent the organization shall be liable for indirect costs relating to specially funded programs, including federally sponsored programs.
- The responsibility for maintenance and payment of operating expenses.
- Based upon the requirement of the master agreement/s between the District and each auxiliary organization, each year's benefits provided by the auxiliary organization and the related cost incurred by the District shall be audited and disclosed in the District's financial statement. Said benefit calculation shall be presented annually for consideration of approval by the District's Board of Trustees.
- The disposition to be made of net earnings derived from the operation of the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, and provisions for reserves.
- The disposition to be made of net assets and liabilities on dissolution of the auxiliary organization or cessation of the operations under the agreement.
- The covenant of the auxiliary organization to maintain its organization and to operate in accordance with Sections 72670 through 72682 of the Education Code and with the regulations contained in Title 5, Sections 59250 et seq. as well as District Board Policy.
- The understanding that the auxiliary organization shall obtain the services and counsel of an attorney admitted to practice in the State of California whenever the need arises.
- The understanding that the auxiliary organization shall not enter into any contract or other business arrangement involving real property either by lease involving payments of more than \$25,000 per annum and duration terms of more than one year, or by purchase without prior notification and consultation with the President/Superintendent.

Personnel

Each auxiliary organization shall develop general regulations to govern its operations, including policies and regulations concerning the salaries, working conditions and benefits of its employees.

195 The aforesaid regulations shall not conflict with the implementing policies adopted by the
196 Board of Trustees or with these procedures.

197 Except as otherwise provided in any board rules, the board of directors of each auxiliary
198 organization shall, pursuant to Education Code Section 72672, provide salaries, working
199 conditions and benefits for its full-time employees that are comparable to those provided
200 District employees performing substantially similar services. For those full-time
201 employees who perform services that are not substantially similar to the services
202 performed by District employees, the salaries established shall be comparable to the
203 salaries prevailing in other educational institutions in the area or commercial operations
204 of like nature in the area.

205 The board of directors of each auxiliary organization may provide retirement benefits
206 different from those provided comparable District employees and may withhold retirement
207 benefits or permanent status benefits or both from temporary employees. For the
208 purposes of this procedure, a temporary employee is:

- 209 • An employee employed for a specific research project, workshop, institute or other
210 special project funded by any grant, contract or gift; or
- 211 • An employee whose contract of employment is for a fixed term not exceeding three
212 years.

213 The board of directors of each auxiliary organization may withhold permanent status
214 benefits from executive employees. For the purposes of this procedure, an executive
215 employee is any management employee with responsibility for the development and
216 execution of the auxiliary organization's policies and includes, but is not limited to, general
217 managers, managers, directors and the like, as determined by the board of directors of
218 each auxiliary organization.

219 Should retirement benefits be provided, they may but need not be provided by the Public
220 Employees' Retirement System. Any newly created auxiliary organization is exempted
221 from the requirement of providing retirement benefits for a period not to exceed three
222 years from the date on which the Board of Trustees recognizes the establishment of such
223 auxiliary organization.

224 An auxiliary organization may contract with the District for the services of a District
225 employee and reimburse the District for that portion of the employee's full-time
226 assignment (and corresponding benefits) that is spent in providing said services.

227 **Accounting and Reporting for Auxiliary Organizations**

228 The fiscal year of the auxiliary organization shall coincide with that of the District.

229 Each auxiliary organization shall develop an accounting system that is in accordance with
230 generally accepted accounting principles.

231 The auxiliary organization shall implement financial practices that will assure its fiscal
232 viability. Such standards shall include professional management, adequate working

233 capital, adequate reserve funds for current operations, capital replacements,
234 contingencies and adequate provisions for new business requirements.

235 Each auxiliary organization serving the District shall submit its programs and budgets for
236 review by their Board of Directors which includes the District's President/ Superintendent
237 as per the agreed upon time and manner.

238 Funds derived from indirect cost payments shall be appropriated only with the specific
239 approval of the President/Superintendent. All uses of such funds shall be regularly
240 reported to the District's Board of Trustees.

241 The President/Superintendent has the responsibility of determining if a program or
242 appropriation planned by an auxiliary organization is consistent with District policy. If it is
243 found that a program or appropriation is not in compliance, such shall not be implemented.
244 Further, should a program or appropriation which has received approval, upon
245 subsequent review, be determined by the President/Superintendent to be operating
246 outside the acceptable policy of the Board of Governors or the District, then that program
247 or appropriation shall be discontinued by direction of the President/ Superintendent until
248 further review is accomplished and an appropriate adjustment is made.

249 The board of directors of an auxiliary organization shall approve all expenditure
250 authorizations.

251 **Records and Annual Report of Auxiliary Organizations**

252 Personnel and Payroll records shall be maintained as permanent records by each
253 auxiliary organization.

254 Adequate records of all transactions of an auxiliary organization shall be maintained for
255 a minimum of five years. Transactions of the organization include, but are not limited to,
256 purchases, disbursements, and investments.

257 An annual report shall be submitted to the board of directors of the auxiliary organization
258 and to the President/Superintendent. The report shall include, but is not limited to:

- 259 • All financial statements required to be filed with the state Chancellor's Office
- 260 • A comparison of budgeted and actual expenditures
- 261 • A description of major accomplishments of the organization
- 262 • A description of improvements proposed for operation of the organization.

263 Records maintained by an auxiliary organization shall be available to the public to inspect
264 or copy at all times during the office hours of the auxiliary organization, pursuant to and
265 with the exceptions provided in Education Code sections 72690 et seq.

266 **Annual Audit**

267 Each auxiliary organization shall have an annual fiscal audit of any and all funds. The
268 audit shall be performed by a certified public accountant in accordance with procedures
269 prescribed by the state Chancellor. Copies of the annual audit report shall be submitted
270 to the Board of Trustees and to the state Chancellor's Office within 30 days after it is

received by the auxiliary organization. Thereafter, it shall be a public record, except as otherwise provided by law. Such audits may be conducted as part of a fiscal audit of the District itself.

Auxiliary organizations shall annually publish an audited statement of their financial condition, which shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing a copy. An auxiliary organization shall comply with this requirement by:

- Publishing the audited financial statement in a campus newspaper; or
- Publishing a notice in a campus newspaper indicating the on-campus location where copies of the financial statement may be obtained or reviewed; or
- Publishing or noticing the audited statement in a campus bulletin or other appropriate medium if a campus newspaper is unavailable.

Insurance

An auxiliary organization shall secure and maintain insurance adequate to protect its operations from catastrophic losses and as required by law, including but not limited to, the following:

- Comprehensive liability;
- Property and extended coverage, when applicable;
- All risks, money and securities;
- Fidelity and performance bonds covering its chief fiscal officer;
- Automotive liability when applicable; and
- Workers' Compensation

In any insurance policy secured by the auxiliary organization, the District shall be named as additional insured.

A copy of each policy or endorsement or insurance certificates setting forth the coverage and limits shall be provided to the District within 30 days from the receipt of the document.

In obtaining the insurance coverage, the auxiliary organization may secure the insurance directly through its own broker or through the District.

Auxiliary Organizations: Use of Facilities

Facilities may be made available by the District to an auxiliary organization to perform the functions specified in these regulations or in an agreement, under the following circumstances. The auxiliary organization may occupy, operate, and use such District facilities as are mutually identified as appropriate for the functions and/or activities that have been undertaken by the auxiliary organization.

List of Auxiliary Organizations in Good Standing

The President/Superintendent shall periodically provide to the Board of Trustees a list of all auxiliary organizations in good standing. All auxiliary organizations which, after periodic review in the manner specified hereinafter in these regulations, are found to be in compliance with applicable laws, policies and regulations shall be included in the list.

When the President/Superintendent has reason to believe that a particular organization should be removed from the list of auxiliary organizations in good standing, a conference shall be held to determine whether such grounds for removal do in fact exist. The board of directors of such organization shall be entitled to participate in this conference, and shall have a minimum of one month notice to prepare response to the issues which have been raised.

Based upon such conference, the President/Superintendent shall decide whether the particular organization shall be removed from the list of auxiliary organizations in good standing.

An organization so removed shall not be permitted to do any of the following:

- Use the name of the District;
- Have as a director any official in the District acting in his/her official capacity;
- Operate a commercial service for the benefit of the District or any of its colleges; and
- Receive gifts, property, or funds to be used for the benefit of the District or any of its colleges.

If the auxiliary organization is dissolved or ceases operations upon removal from the list of organizations in good standing, its net assets and liabilities shall be distributed according to the terms of the written agreement between the organization and the District.

Limitation on Transfer of Funds to Auxiliary Organizations

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations which constrain community college districts or providing the District with an unfair advantage with respect to the application of any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for students with disabilities.

Compliance Review by President/Superintendent

All auxiliary organization procedures and practices shall be reviewed to determine compliance with Education Code, Sections 72670 et seq. and the policies, rules and regulations of the Board of Governors, and of the District. The President/ Superintendent shall designate the individual to conduct this review, which shall be conducted at the end of the first complete fiscal year after its establishment and at least once every three years thereafter.

If the President/Superintendent's designee determines, after inspection and review, that certain auxiliary organization procedures and practices are not in compliance with policies, rules and regulations of the Board of Governors and the District, a recommendation concerning the items of noncompliance shall be communicated in writing to the President/Superintendent and to the board of directors of the auxiliary organization. The board of directors shall reply in writing within one month, either

350 describing the actions which will be taken, including time table, to bring said procedures
351 and practices into compliance; or describing the reasons why the board considers the
352 procedures already to be in compliance.

353 If the President/Superintendent's designee considers the proposed corrective actions to
354 be acceptable, the auxiliary organization shall be so informed. A second compliance
355 review shall be held at the end of the time agreed to and the results communicated in
356 writing to the President/Superintendent and to the board of directors.

357 When the auxiliary organization fails to provide an acceptable proposal for corrective
358 actions or fails to implement successful corrective actions within the agreed upon time,
359 the President/Superintendent shall inform the board of directors of such further action as
360 he/she considers appropriate, which may include a recommendation to the Board of
361 Trustees for termination of the contract.

362 **Revision of Rules and Procedures and Reports to the state Chancellor's Office**
363 Rules and procedures for the administration of auxiliary organizations may be revised as
364 necessary by the President/Superintendent or designee. The board of directors of each
365 auxiliary organization in good standing shall be promptly notified in writing of such
366 revisions and be informed of the date by which any changes in the organization's
367 procedures must be accomplished.

368 Any such revisions shall be submitted to the state Chancellor's Office for approval.

369 The District shall report, as may be required from time to time, on the operation of its
370 auxiliary organizations.

371 Offices of Primary Responsibility: President/Superintendent
372 Vice President, Business Services

Date Approved: November 26, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 5021)

General Institution

AP 3720 COMPUTER AND NETWORK USE

References:

Education Code, Section 72400;
Government Code, Section 3543.1(b);
Penal Code, Section 502;
17 U.S.C., Sections 101 et seq.;
Cal. Constitution Article 1, Section 1;
Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

PREAMBLE

These standards and administrative procedures defining and governing acceptable and unacceptable use will apply to anyone who uses any computer system, network system, Internet connectivity or intranet site or other data processing resources provided by the District. It is considered a violation of District policy to use the District's network and/or Internet access in such a way that it interferes with or is incompatible with the user's performance, duties, or responsibilities.

As a condition for receiving and exercising computing privileges, a user of District computing systems must read, understand, and comply with the standards and procedures outlined herein and to any further guidelines provided by the administrators of each area and/or system.

Unacceptable use is prohibited and can become grounds for loss of computing privileges, disciplinary action up to and including termination or expulsion and/or legal actions under local, state and federal laws.

The District is committed to providing access to computing resources to all members of its current student body, faculty, staff and members of the Board of Trustees and other authorized community members. While the fullest possible open access to District computing facilities and systems is consistent with the educational and service missions of the District, such access to this valuable and vulnerable District resource is a ***privilege***. The District is responsible for securing its network and computing systems to a reasonable degree against failure, loss of data, and unauthorized access, while making them accessible to the largest possible group of authorized and legitimate users and uses within the financial and educational constraints of the District.

PRIVILEGES

An individual user must respect the rights of other users, respect the integrity of the systems he/she is using, and observe all relevant laws and regulations.

Users do not own either District computers or accounts, but rather are granted the use of such computers and accounts. The District owns the computers and accounts and grants individuals the privilege of using them.

District employees may apply for user IDs to utilize email and restricted Internet services. Connectivity to the Internet from off-campus locations is not provided for by the District.

RESPONSIBILITIES

Each user is held accountable for his/her actions while using District resources. By using his/her District provided resources, each user acknowledges and agrees to abide by and conform to the following:

- Computers and networks are provided to support District related research, instruction, learning, communication, distribution of scholarly information, and administrative activities.
- A user shall not attempt to modify any system or network or attempt to crash or “hack” into District systems. A user shall not tamper with any software protections or restrictions placed on computer applications or files to protect shared assets, assets managed by others, or software or data not part of a learning or research program in approved curriculum. Unless properly authorized, a user shall not attempt to access restricted portions of any operating system or security software. Improperly accessing or attempting to access confidential information concerning students or employees is prohibited. A user shall not attempt to remove existing software or add his/her personal software to District computers and systems unless authorized by the Director of Information Technology or his/her designee.
- Prior to the adoption or approval of District-acquired curriculum and other electronic and information technology, the authorizing Dean/area manager shall contact the Information Technology Department or the Purchasing Department to ensure that the proposed materials and/or technology meet or exceed the accessibility, licensing, and compatibility standards required by law, by Board Policy, and/or Administrative Procedure.
- An authorizing Dean/area manager must also contact the Information Technology Department to verify software accessibility for students with disabilities prior to the purchase and installation of any new software or hardware for educational programs.
- A user shall use only his/her designated computer account. An account is non-transferable: a user shall not use another individual’s ID, password or account. A user should respect the privacy and personal rights of others and not access or copy another user’s email, data or files without permission. A user is responsible for his/her own computer account(s) and shall not allow others to use his/her account(s). A user should take precautions, such as locking the computer on which he/she is working when he/she is not able to physically control access, so that others may not access his/her computer resources. A user should select a secure password, one that cannot be found within the dictionary, or easily guessed. The use of upper/lower case letters in conjunction with numbers in selecting a password is highly recommended.
- A user is responsible for using software and electronic materials in accordance with copyright and licensing restrictions and applicable District policies. Both District

78 policies and the law expressly prohibit the copying of software in violation of their
79 copyrights.

80 **INDIVIDUAL USER RIGHTS**

81 An authorized user is entitled to due process rights as described in Board Policies,
82 Administrative Procedures and collective bargaining agreements.

83 The District will respect the exercise of academic freedom as described in Board Policy
84 and an individual user's right to free speech provided that the exercise of such right does
85 not violate any existing District Board Policy, Administrative Procedure, local, state or
86 federal laws. Individual rights to free speech do not overrule or preclude the express
87 prohibition of harassment of individuals on or off campus.

88 The District and its authorized users shall respect individual ownership rights to
89 intellectual property, subject to existing District Board Policies, Administrative Procedures
90 and collective bargaining agreements.

91 Virtually no online activities or services guarantee absolute privacy. It is impossible for
92 the District to protect the privacy of email messages and other electronic files or
93 documents. A user should be aware that electronic mail, documents and files are not
94 entirely private and are more analogous to an open postcard than to a letter inside a
95 sealed envelope traveling through the U.S. mail. A user should exercise appropriate care
96 and caution.

97 The District cannot protect an individual against the receipt of material that may be
98 offensive to him/her. A user of District electronic computing is warned that he/she may
99 receive material that is offensive. Likewise, an individual who uses email or those who
100 place personal information on the Internet should know that the District cannot protect an
101 individual from an invasion of privacy. The District will make every reasonable attempt to
102 honor the privacy of an individual using the District's computing resources for District
103 business within the guidelines of the Electronic Communications Privacy Act (ECPA),
104 which makes it illegal to intercept electronic communications on a public or private
105 network without proper authorization, and state and federal students records laws
106 including the Family Educational Rights and Privacy Act (FERPA), and the Health
107 Insurance Portability and Accountability Act (HIPAA).

108 The District reserves the right, for an extraordinary reason (e.g., basic system security,
109 the safety of the campus or of an individual member of the campus community, the
110 interception of suspected illegal or inappropriate activity), to access and monitor all files,
111 and Internet and email use.

112 **APPROPRIATE USES OF DISTRICT COMPUTER RESOURCES**

113 The District's computing facilities and network systems are provided to support the
114 instructional, cultural, research, professional and administrative activities of the District.
115 An employee may use District computers and the network for union activities in
116 accordance with applicable collective bargaining agreements and policies and

procedures governing the use of District equipment. A user is required to behave in a responsible, ethical and legal manner and to follow this procedure and existing Board Policies, Administrative Procedures and local, state and federal laws.

Individual divisions or areas within the District may define additional conditions of use for information resources under their control. These statements must be consistent with this overall procedure but may provide additional detail, guidelines and/or restrictions.

PROHIBITED USES OF COLLEGE COMPUTER RESOURCES

Copyright/License Infringement/Mass Mailings

A user may not participate in any activities knowingly and/or carelessly that have the potential to interfere with or disrupt network users, services, or equipment. The distribution or “forwarding” of spam or unsolicited advertising is strictly prohibited. The District equipment may not be used to violate copyright laws or license agreements. No one may inspect, change, copy or distribute proprietary data, programs, files, disks or software without the proper authority. The prohibited transmission of copyrighted material is forbidden without the express written authorization of the copyright holder.

Computer software protected by copyright must not be copied into, away from, or with the use of campus computing facilities, except as permitted by law or by the terms of the copyright. This means that such computer software may only be copied in order to make back-up copies. The number of copies and distribution of copies may not be done in such a way that the number of simultaneous users in a department exceeds the number of original copies purchased by that department unless concurrent licensing applies.

Defamation/Libel/Slander

Creating or transmitting any false statement that causes injury to an individual’s reputation is strictly prohibited. Any user creating or transmitting defamatory statements shall have sole liability for any damages resulting from such defamatory statement. Any user may also be subject to the District disciplinary procedures for such action. The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading.

Commercial and Political Use

Commercial use of the District computing systems for personal gain is prohibited. Use for commercial and illegal purposes is unacceptable (e.g. inappropriate mass mailing or “spamming”). This is in direct violation of the Cenic policy under which the District obtains its access to the Internet. (See section 10 of the procedure.) Users also are reminded that the “.cc” and “.edu” domains on the Internet have rules restricting or prohibiting commercial use, and users may not conduct activities not authorized within those domains.

Personal use may be restricted if the resources consumed interfere with equitable access by other users and the utilization of the system for school business purposes.

155 Direct marketing of personal products and services of any kind is prohibited. Transmitting
156 any unsolicited advertising, promotional materials or other forms of soliciting is prohibited
157 without authorization from District administration.

158 Links to external sites that market required or recommended instructional materials are
159 allowed only if such links appear in the context of other required and recommended
160 instructional materials, more than one source for such materials is listed, and the
161 materials are available at the campus bookstore and shelved with instructional items.

162 References on individual web pages to external sites that market non-instructional
163 products and services such as consulting services, etc. are allowed only in the context of
164 a résumé listing.

165 Links to external sites using direct marketing language such as “consulting services” is
166 not permitted.

167 The District is a non-profit, tax-exempt organization and, as such, is subject to specific
168 local, state and federal laws regarding sources of income, political activities, use of
169 property and similar matters. District information resources must not be used for partisan
170 political activities that urge the support or defeat of any ballot measure or candidate, or
171 where such use would otherwise be prohibited by local, state, or federal laws, Board
172 Policy or Administrative Procedures.

173 Use of District Computing System and Resources

174 Creating, accessing, transmitting, uploading, downloading, printing, or storing sexually
175 explicit, obscene, pornographic, indecent, or lewd material or messages is prohibited,
176 except to the extent that such actions are in furtherance of research or a project that is
177 reasonably and legitimately related to an employee’s position or a student’s coursework.

178 Processing, transmitting, downloading, or publishing any material in violation of any local,
179 state or federal law is prohibited, including but not limited to the following:

- 180 1. Creating, accessing, transmitting, uploading, downloading, printing, or
181 storing sexually explicit, obscene, pornographic, indecent, or lewd material or
182 messages, except to the extent that such actions are in furtherance of research or
183 a project that is reasonably and legitimately related to an employee's position or
184 student's coursework.
- 185 2. Creating, accessing, or transmitting material or messages that could be
186 considered discriminatory, offensive, threatening, harassing, intimidating, vulgar,
187 profane, or violent.
- 188 3. Creating, accessing, or transmitting material or messages that could be considered
189 defamatory.
- 190 4. Violating any state or federal statute or District policy or regulation.
- 191 5. Creating, forwarding, or exchanging spam, chain letters, mass postings,
192 solicitations, or advertising.

- 193 6. Using District computers, networks, or Internet access for partisan political
194 activities that urge the support or defeat of any ballot measure or candidate, or
195 where such use would otherwise be prohibited by local, state or federal laws,
196 Board Policy or Administrative Procedures.
- 197 7. Unauthorized use, duplication, or transmission of copyrighted material or other
198 intellectual property (including software license agreements).
- 199 8. Accessing or communicating another individual's password, personal identification
200 number, or other information or files without permission.
- 201 9. Using District computers, networks, or Internet access for illegal or unethical
202 activities or unauthorized purposes.
- 203 10. Using District computers, networks, or Internet access for personal activities not
204 related to District functions, except in a purely incidental manner. If the District
205 otherwise grants access to the District's email system for personal use, employees
206 may use the District's email system to engage in protected concerted activity
207 during non-work time.
- 208 11. Using District computers, networks, or Internet access for private or personal
209 financial gain, or in connection with non-District consulting, business, or
210 employment.
- 211 12. Gaining, attempting to gain, or instructing others as to how to gain unauthorized
212 access to District computers, networks, or Internet access.
- 213 13. Obscuring or instructing others as to how to obscure the true identity of a user.
- 214 14. Attempting to modify, reconfigure, add, or remove computer equipment, software,
215 hardware, or peripherals without proper authorization.
- 216 15. Downloading software onto District computers, hardware, or equipment, or through
217 the District network or Internet connectivity without proper authorization.
- 218 16. Vandalizing, damaging, disabling, or destroying District property or the property of
219 another individual or organization.
- 220 17. Knowingly engaging in any activity harmful to the District's computers, networks,
221 or Internet access, or to the security or integrity of such systems.
- 222 18. Creating, installing, or propagating a computer virus, worm, or other surreptitiously
223 destructive program on any District computer, network, or via District Internet
224 access, regardless of whether any demonstrable harm results.
- 225 19. Circumventing or subverting any District computer, network, or Internet security
226 measures or logon procedures.
- 227 20. Violating any software license or copyright, including copying, redistributing,
228 storing, or transmitting copyrighted software without the written authorization of the
229 software owner.
- 230 21. Sending any fraudulent electronic communication.
- 231 22. Willfully interfering with another's authorized computer, network, or Internet usage.
- 232 23. Connecting any computer, hardware, or equipment to the District's network,
233 Internet connection, or peripherals without authorization and/or without
234 confirmation that the computer/hardware/equipment meets the technical and
235 security standards set by the District.
- 236 24. Unauthorized distribution of District data and/or proprietary information.

25. Performing any activity that could cause the loss or corruption of, or prevent rightful access to District data or information, or which will interfere with the normal operation of computer, networks, Internet connectivity, or other resources.
26. Creating, accessing, or participating in online gambling.
27. Non-work related or coursework-related uses such as playing games or participating in dating services.
28. Uses in the furtherance of academic dishonesty.
29. Forging, fraudulently altering or falsifying, or otherwise misusing District records or documents.

Viruses and "Hacking"

A user may not upload, transmit, intentionally download, or participate in any manner in the creation, promulgation, publication or use of computer viruses on District resources not designated for such research purposes. A user may not knowingly or carelessly introduce or distribute (i.e. by "forwarding") any invasive or destructive programs (such as viruses, worms, Trojan Horses) in the District computing system.

Engaging in any form of "hacking" (i.e. gaining illegal access) while using the District computing or network systems is prohibited. "Hacking" includes, but is not limited to, gaining access to restricted computer systems/sites and/or viewing, copying, downloading or altering the computer programs, data files, and other materials contained therein.

Improper Use of Private Passwords and Security Devices

A user shall use only his/her designated computer account(s) or an appropriate authorized "generic" account to which he/she is entitled to access. A user is responsible for his/her computer account(s) and shall not allow others to use his/her computer account(s). Individual password security is the responsibility of each user. A user may not use any passwords, recognition codes, security access information, or physical locking devices such as locks on any part of the computing system without the District's prior written consent. A user must inform the Director of Information Technology in writing all electronic security devices the user wishes to use prior to using them and provide electronic keys, passwords, access codes and/or other security information or materials to permit the District to obtain access to the user's secured areas. The District reserves the right to remove any such device at any time at the District's discretion.

Users should always maintain their own backups of their protected data as the removal of any private protection systems, of which the District was not aware, could result in unrecoverable data loss. It is a violation for users to protect any assets to which the District has an interest with such systems if the keys are not placed in a proper, authorized escrow with the Director of Information Technology.

System Alterations

Modifying or altering the computing system (except in approved research or for instructional purposes) in any way is prohibited. This includes but is not limited to altering or attempting to alter system software or hardware configurations on either network

systems or local computing devices; installing unauthorized software programs on District local computing devices or network systems and/or using such programs; and/or attempting to circumvent local or network system security measures. Modification and alteration of the computing system does not include ordinary operations involving the saving and deleting user generated files that are created in furtherance of District business or educational purposes.

Nondiscrimination/Discriminatory Harassment

A user has the right to be free from any conduct connected with the use of the District's computer and network resources which discriminates against any person on the basis of the categories contained in BP 3410 titled Nondiscrimination. Using the District computer and network resources to transmit any message, create any kind of communication, or store information which violates District policies or procedures regarding discrimination or harassment is prohibited.

Unauthorized Use/Failure to Follow Procedures

Use of the computer and network systems is a privilege extended to students and employees and not a right. An employee user will provide acknowledgement of receipt of the terms and conditions in Administrative Procedure 3720 to the District before the District will provide use privileges. The written acknowledgement will be retained in the employee's personnel file. A student user will be provided notice of the terms and conditions of this Administrative Procedure through the class schedules, the District website and applicable instructional materials.

If substantial amendments, modifications and/or a revocation of the terms and conditions of this Administrative Procedure are made, an employee user will be required to provide a written acknowledgement of receipt of notice of these changes to the Human Resources Office within a reasonable period of time, not to exceed 60 days. Failure to comply with this requirement may result in restriction from computer privileges until the District has received the written acknowledgement. A student user will be notified through the class schedule, the District website and applicable instructional materials.

Each employee or student user is responsible for his/her authorized use of the computers and network as described in this Administrative Procedure. Unauthorized use of the computer and/or network system includes:

- Failure to follow the procedures set forth in this procedure and/or
- Engaging in the activities described in Section 6, Prohibited Uses of District Computer Resources, of this procedure and/or
- Use of the computer and/or network system in a manner which violates local, state, or federal laws, Board Policy, Administrative Procedures or reasonable rules and regulations of the District or a department and/or
- Use of the computing and/or network system in a manner which damages or harms any person and/or the property of the District.

An employee user who engages in unauthorized or prohibited use of the computer and/or network system may lose computer privileges and/or may be subject to disciplinary action

319 up to and including termination from employment. A student user who engages in
320 unauthorized or prohibited use of the computer and/or network system may lose computer
321 privileges and/or may be subject to disciplinary action up to and including suspension or
322 expulsion.

323 If allegations of unauthorized or prohibited use are made against a user and the District
324 pursues disciplinary action, disciplinary procedures in this action will follow the applicable
325 Education Code sections and Board Policies.

326 If a user engages in unauthorized or prohibited use which constitutes a violation of local,
327 state, or federal laws, such violation will be reported to the appropriate law enforcement
328 agency for prosecution as deemed appropriate by the law enforcement or regulatory
329 agency.

330 **Additional Guidelines**

331 The District retains the right to revoke, amend, or change the provisions of this
332 Administrative Procedure for Computer and Network Use. However, any such changes
333 to these procedures will first be reviewed by the Information Technology Standards
334 Committee and the college community shall be informed of such changes through email.

335 Any defects discovered in computing and network system accounting or system security
336 must be reported promptly to the Director of Information Technology so that steps can be
337 taken to investigate and solve the problem.

338 **Disclosure**

339 A user should be aware that he/she does not have an expectation of privacy in the use of
340 District computing and network resources. The District reserves the right to monitor all
341 use of District computer and network system to assure compliance with these procedures.
342 The District will only exercise this right for legitimate District purposes, including but not
343 limited to ensuring compliance with this procedure and the integrity and security of the
344 computing system.

345 A user is advised that there is the possibility of unintended disclosure of communications.
346 A user is advised that it is possible to retrieve information entered on or transmitted via
347 computer and communication systems, even if a user deletes such information.

348 The California Public Records Act (Government Code, Sections 6250 et seq.) includes
349 computer transmissions in the definition of "public records" and communications made on
350 the District network or computing system which is not defined by law as exempt must be
351 disclosed if requested by a member of the public.

352 Computer transmissions and electronically stored information may be discoverable in
353 litigation.

354 **“Cenic” Policy**

355 Cenic is the District’s Internet Service Provider (ISP). District faculty, staff and students
356 are users of the services provided by Cenic and, therefore, must agree to abide by all
357 policies established by Cenic for the use of its network. The latest revision of the Cenic
358 policy is available for viewing at www.cenic.org which may be accessed by using the
359 “Network” tab and selecting “Policies.” This Cenic policy is available as a reference for
360 faculty, staff and students to review.

361 Offices of Primary Responsibility: Vice President, Business Services
362 Vice President, Human Resources

Date Approved: November 26, 2007

Date Revised: May 11, 2015

(Replaces former Cerritos College Policy 3032 (4400))

General Institution

AP 3810 CLAIMS AGAINST THE DISTRICT

References:

Education Code Section 72502;
Government Code Sections 900 et seq., 910 et seq., and 935

CLAIM FORMS

Any claims against the District are to be submitted on the District's approved claim form. Claims not submitted on the District's form will be returned to the claimant and may be resubmitted using the proper form.

Claim forms can be obtained through the Business Services Department.

Claim forms may be presented in person or mailed to:

Cerritos Community College District
Office of the Vice President of Business Services
11110 Alondra Blvd.
Norwalk, CA 90650

TIME LIMITATIONS

Claims for money or damages related to a cause of action for death, injury to a person, or personal property, must be presented to the District not later than six (6) months after the accrual of the cause of action.

Claims for money or damages related to a cause of action other than that stated above, must be presented to the District not later than one (1) year from the accrual of the cause of action.

RESPONSE TO CLAIM

The District has 45 days in which to respond to any claim received. The claim may be allowed in whole or in part, or may be rejected altogether. Pursuant to Government Code, the District will notify those claimants, whose claims are rejected, or their rights under the law to pursue their claim further.

If the District decides to allow the claim or offers a compromise in an attempt to settle the claim, the District shall require the claimant to sign a release or waiver agreeing to payment as full complete settlement of the claim.

Office of Primary Responsibility: Vice President, Business Services

Date Approved: May 8, 2017

General Institution

AP 3820 GIFTS AND FUND RAISING

Reference:

Education Code, Section 72122

All gifts and donations to the District of personal property or money shall be reviewed and then recommended by the Vice President of Business Services to the President/Superintendent. Upon approval by the President/Superintendent, the gift shall be placed on the Board agenda for consideration.

The District is not responsible for assessing the value of any gift for tax purposes. Because there must be a qualified appraisal for the donor to receive tax benefits for a gift, it is important that donors be aware of District policy. Therefore, any manager contacted by a donor should inform the donor of the District policy.

All gifts and donations will be evaluated in terms of value to the programs and services of the District. An evaluation will be made of the cost of receiving the gift, including but not limited to, transportation, installation, maintenance, space utilization, and insurance.

A proposal for the donation of a gift of art should be made to the Vice President of Business Services and should include: a description of the art including its medium, size, value, presentation, biographical information about the artist, and a color photograph or rendering of the work.

Office of Primary Responsibility: Vice President, Business Services

Date Approved: November 26, 2007

(Replaces former Cerritos College Policies 8011 and 8002)

General Institution

AP 3950 FLAG RAISING

References:

36 U.S. Code, Section 174(a)

The flag of the United States will be flown on all days during which the District is open for business, whether classes are in session or not, and at other times as designated by the Board of Trustees and/or the President/Superintendent.

The flag of the United States shall be flown at half staff when the entire nation is in mourning. These periods of mourning are proclaimed either by the President of the United States for national remembrance or the State Governor for local remembrance in the event of a death of a member or former member of the federal, state, or territorial government or judiciary.

The flag of the United States should only fly at half staff for 30 days at all federal buildings and grounds throughout the United States after the death of a President, the Chief Justice of the United States Supreme Court, a retired Chief Justice of the United States Supreme Court, or the Speaker of the House of Representatives.

The President of the United States may order the flag of the United States to be flown at half staff to mark the death of other officials, former officials, or foreign dignitaries. In addition to these occasions, the President of the United States may order half staff display of the flag of the United States after other tragic events.

The flag of the College may be flown at half staff on the day of the funeral of any employee, member of the student body, or member of the Board of Trustees, and on such other occasions as determined by governmental agencies or by the President/Superintendent, as directed by the Board of Trustees. Notice of why the flag is flown at half staff will be communicated by the Office of Public Affairs via email, the college website, and the campus marquee.

Manner of Hoisting

- The flag should be hoisted briskly and lowered ceremoniously

Inclement Weather

- The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed

Display on or Near Administration Building of Public Institutions

- The flag should be displayed daily on or near the Administration Building

33 Office of Primary Responsibility: Office of the President/Superintendent

Date Approved: November 26, 2007

Date Revised: December 3, 2018

Academic Affairs

BP 4005 DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

Reference:

Education Code, Section 70902

The Board of Trustees recognizes that effective teaching, counseling and librarianship are accomplished through educated and professional members of the teaching profession. All faculty members should maintain a constructive attitude toward those under their direction, should cooperate with other members of their profession, and should respect both the direct and indirect authority of the Board of Trustees. These reciprocal relationships require the cooperation of all constituents in the shared governance process.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

(This is former Cerritos College Policy 3000 just re-numbered)

Academic Affairs

1 **BP 4010 ACADEMIC CALENDAR**

2 **Reference:**

3 Education Code, Section 70902(b)(12)

4 The President/Superintendent shall submit the academic calendar to the Board of
5 Trustees for adoption after it has been prepared in consultation with the appropriate
6 groups.

7 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Academic Affairs

BP 4020 INSTRUCTIONAL PROGRAMS AND CURRICULUM

References:

Education Code, Sections 70902(b) and 78016;
Title 5, Sections 51000, 51022, 55002.5, 55100, 55130, and 55150;
U.S. Department of Education regulations on the Integrity of Federal Student
Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
amended;
34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8;
ACCJC Accreditation Standards II.A and II.A.9

The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity.

The instructional programs and curricula of the District shall be of high quality, and relevant to community needs. Programs shall be systematically evaluated regularly on the achievement of the stated student learning outcomes to ensure quality and currency. Each year prior to budget preparation, the Board of Trustees shall receive a report of the most current program review. To that end, the President/Superintendent shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and the Faculty Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development;
- consideration of job market and other related information for career and technical programs;
- approval of all new programs and program discontinuances by the Board of Trustees; and
- approval by the State Chancellor's Office for all programs.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board of Trustees. Non-degree applicable credit and degree-applicable courses that are not part of an existing approved program (stand-alone courses) must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board of Trustees.

Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a “credit hour” program or a “clock hour” program.

The President/Superintendent will establish procedures which prescribe the definition of “credit hour” consistent with applicable Title 5 and federal regulations, as they apply to community college districts.

The President/Superintendent shall establish procedures to ensure that curriculum at the District complies with the definition of “credit hour” or “clock hour,” where applicable. The President/Superintendent shall also establish procedures for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Dates Revised: February 20, 2008, June 13, 2012

Academic Affairs

**BP 4025 PHILOSOPHY AND CRITERIA FOR ASSOCIATE DEGREE
AND GENERAL EDUCATION**

References:

- Title 5, Section 55061;
- ACCJC Accreditation Standard II.A (*formerly II.A.3*)

Cerritos College shall offer an array of general education coursework to students so that they may learn concepts and methods of inquiry that have breadth, depth, and relevance to their lives. The general education curriculum includes coursework from the liberal arts, humanities, science, mathematics, arts, and social sciences disciplines. Possession of knowledge from these disciplines will contribute to personal growth, professional development, and citizenship by increasing students' awareness of the past, present, and future and by developing their creative, adaptive, and critical thinking abilities. The general education curriculum will provide students with opportunities to:

- Develop a lifestyle that will enhance physical and mental health and wellness;
- Develop logical and cogent arguments, reaching conclusions that are based on comprehensive inquiry;
- Adapt and apply technology to facilitate the acquisition and effective use of information;
- Communicate clearly and proficiently through both oral and written expression;
- Enhance the appreciation of artistic offerings;
- Become informed citizens and problem-solvers to deal with current and future societal issues;
- Appreciate the contributions of different cultures, eras, and traditions to the human experience; and
- Develop an appreciation for the value of ethics, integrity, honesty, self-management, and the welfare of others.

The President/Superintendent shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. The procedures shall provide for appropriate Faculty Senate involvement.

Date Adopted: August 15, 2007

Date Revised: June 18, 2008

Academic Affairs

**BP 4027 PHILOSOPHY AND CRITERIA FOR STUDY ABROAD
PROGRAMS**

Reference:

Education Code, Section 66015.7

Recognizing the value of educational experiences in a foreign country, the Board of Trustees endorses and supports the concept of Cerritos College students studying abroad in other countries. Students at Cerritos College will, as resources permit, be afforded the opportunity to study outside the United States through Study Abroad programs. These programs will be conducted in accordance with all state and federal regulations as well as District policies and procedures.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: May 4, 2011

Academic Affairs

BP 4030 ACADEMIC FREEDOM

References:

Title 5, Section 51023;
ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation
Standard I.C.7 (*formerly II.A.7*)

Cerritos College serves the common good by expanding the boundaries of knowledge and transmitting it imaginatively, preparing students for occupations and preparing them to live successfully in a free society. The fulfillment of this function necessarily rests on the preservation of academic freedom which protects the rights of teachers to teach and students to learn.

The exercise of academic freedom is necessary if society is to receive the benefits of honest intellectual search and unbiased transmittal of knowledge. Cerritos College scholars must be free from pressures or demands which restrict their intellectual searches. The transmittal of knowledge at Cerritos College shall not be impeded by special interests, conflicting public opinion, or unpopularity. Cerritos College shall avoid a climate of education in which either students or faculty dare not assert their ideas for fear of reprisal. At the same time, Cerritos College faculty and students have a responsibility, under the guidelines of academic freedom, to engage in teaching and learning that honors and respects divergent viewpoints that are grounded in cultures of reason, logic, evidence, responsible scholarship, and creativity.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007
(Replaces former Cerritos College Policy 3031)

Academic Affairs

BP 4040 LIBRARY AND LEARNING SUPPORT SERVICES

References:

Education Code, Section 78100;
Civil Code Section 1798.90;
ACCJC Accreditation Standard II

The District shall provide library instruction, resources and services that are an integral part of the educational program and will comply with the requirements of the Reader Privacy Act.

The purpose of the college library is to support the College in providing high quality, academically rigorous instruction in a comprehensive curriculum that respects the diversity represented in the student body and community. The library shall provide access to information both within and beyond the library walls. The library shall provide instruction and resources that ensure students and teachers are effective users of ideas and information.

Library functions shall include:

- Building a comprehensive and diverse collection that supports the College curriculum and challenges each student according to his/her abilities;
- Providing students and faculty with instruction and assistance in using library resources;
- Promoting the development of information competency skills among students and faculty;
- Providing professional and paraprofessional staff to instruct and assist in the use of library resources; and
- Providing leadership by assisting faculty in the promotion of the use of library resources in instruction and curriculum, and in the development of critical thinking by students.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: August 13, 2012

Academic Affairs

1 BP 4050 ARTICULATION

2 Reference:

3 Education Code Sections 66720-66744;
4 Title 5, Section 51022(b);
5 ACCJC Accreditation Standard I.A.10

6 The President/Superintendent shall establish procedures that assure appropriate
7 articulation of the District's educational programs with proximate high schools and
8 baccalaureate institutions.

9 The procedures also may support articulation with institutions, including other community
10 colleges and those that are not geographically proximate but that are appropriate and
11 advantageous for partnership with the District.

12 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Academic Affairs

1 BP 4060 DELINEATION OF FUNCTIONS AGREEMENTS

2 References:

3 Education Code, Sections 8535 and 8536

4 Whenever a mutual agreement with a school district or other educational entity relating
5 to responsibility for noncredit continuing education programs is required by state law, the
6 President/Superintendent shall present an appropriate memorandum of understanding to
7 the Board of Trustees for approval.

8 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Academic Affairs

BP 4070 COURSE AUDITING AND AUDITING FEES

Reference:

Education Code, Section 76370

Students may audit courses in accordance with AP 4070 titled Auditing and Auditing Fees.

The fee for auditing courses shall be the maximum amount allowable by state law or regulation. Students enrolled in classes to receive credit for ten or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his or her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Academic Affairs

**BP 4100 GRADUATION REQUIREMENTS FOR DEGREES AND
CERTIFICATES OF ACHIEVEMENT**

References:

Education Code, Section 70902(b)(3);
Title 5, Sections 55060 et seq.

The District grants the degrees of Associate in Arts to those students who have completed the subject requirements for graduation and who have maintained at least a 2.0 average in subjects attempted. Students must also complete the general education residency and competency requirements set forth in Title 5 regulations.

Students may be awarded Certificates of Achievement upon successful completion of a minimum of 16 or more semester units of degree-applicable coursework designed as a pattern of learning experiences designed to develop certain capabilities that may be oriented to career or general education.

The President/Superintendent shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the local curriculum committee. The procedures shall assure that graduation requirements are published in the College Catalog and included in other resources that are convenient for students.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Dates Revised: February 20, 2008; June 18, 2008

Academic Affairs

BP 4102 CAREER AND TECHNICAL PROGRAMS

Reference:

No specific references

The District shall offer Career and Technical Education (CTE) programs that implement its occupational education and economic development missions. CTE enables individuals to reach their occupational goals and supports the local economy by providing an educated workforce. The Board of Trustees shall approve membership on the Advisory Committees as recommended by the President/Superintendent from individuals who are recommended to the deans by faculty and community.

CTE will serve first-time workers, incumbent workers, and those re-entering the workforce. The District will provide programs and support services appropriate to those groups.

It is the District's goal to provide up-to-date, well-equipped, industry connected programs.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

(Replaces former Cerritos College Policy 3026)

Academic Affairs

BP 4106 NURSING PROGRAMS

References:

Education Code Sections 66055.8, 66055.9, 70101- 70106, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3, and 92645;
Title 5 Sections 55060, et seq. and 55521;
Health and Safety Code Section 128050

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements that may be required for an associate degree. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

The District shall utilize published criteria when screening students for admission to the nursing program.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: June 18, 2008

Date Revised: May 20, 2009

Academic Affairs

1 BP 4110 HONORARY DEGREES

2 Reference:

3 Education Code, Section 72122

4 Honorary degrees may be awarded at commencement or some other equally appropriate
5 time. The names of persons receiving honorary degrees must be approved by the Board
6 of Trustees.

7 The President/Superintendent shall establish procedures and criteria for the award of
8 honorary degrees.

9 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Academic Affairs

BP 4220 STANDARDS OF SCHOLARSHIP

References:

Education Code, Section 70902(b)(3);
Title 5, Sections 55020 et seq., 55031 et seq., and 55040 et seq.

The President/Superintendent shall establish procedures that establish standards of scholarship consistent with the provisions of Title 5, Sections 55020 et seq., 55030 et seq., 55040 et seq., and Board Policy.

The procedures shall address: grading practices, academic record symbols, grade point average, credit by examination, academic and progress probation, academic and progress dismissal, academic renewal, course repetition, limits on remedial coursework, and grade changes.

The procedures shall be published in the College Catalog.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007
Date Revised: June 18, 2008

Academic Affairs

BP 4225 COURSE REPETITION

References:

Title 5, Sections 55040, 55041, 55042, 55044, and 58161

A student may repeat the same course only once for purposes of improving a substandard grade ("D", "F", "FW", or "NP"), except when permitted a second repetition (third enrollment) via petition to the Academic Records and Standards Committee or as otherwise permitted by Title 5. The Board has determined reasonable limitations on course repetition as described in Administrative Procedure 4225.

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.

Under special circumstances, students may repeat courses in which a C or better grade was earned. The special circumstances are defined in administrative procedures.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: February 20, 2008; May 20, 2009

(Replaces former Cerritos College Policy 4105)

Academic Affairs

BP 4226 MULTIPLE AND OVERLAPPING ENROLLMENTS

Reference:

Title 5, Section 55007

The President/Superintendent shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The President/Superintendent shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5, Section 55007.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: February 20, 2008

Academic Affairs

1 **BP 4230 GRADING AND ACADEMIC RECORD SYMBOLS**

2 **References:**

3 Title 5, Sections 55752 and 55023

4 Courses shall be graded using the grading system established by Title 5.

5 The grading system shall be published in the College Catalog and made available to
6 students.

7 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: February 20, 2008

(Replaces former Cerritos College Policy 3013)

Academic Affairs

**BP 4231 GRADE PRACTICES, GRADE CHANGES, AND SECURITY
OF GRADE RECORDS**

References:

Education Code, Sections 70902, 76224, and 76232;
Title 5, Section 55025

The instructor of the course shall determine the grade to be awarded to each student. The determination of the student's grade by the instructor shall be final in the absence of mistake, fraud, bad faith, or incompetence.

The President/Superintendent shall implement procedures to assure the accuracy and integrity of all grades awarded by faculty. The procedures shall include, but not necessarily be limited to, the following:

- Assurance that in the absence of mistake, bad faith, fraud, or incompetence, the grades awarded by faculty shall be final.
- Procedures for students to challenge the correctness of a grade.
- The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- Limitations on access to grade records and grade storage systems.
- Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- Notice to students, faculty, transfer institutions, accreditation agencies, and law enforcement agencies if unauthorized alteration of grade records and/or compromise of the integrity and/or content of grade storage systems is discovered to have occurred.

Also see BP 3310 titled Records Retention and Destruction, AP 4231 titled Grade Practices, Grade Changes, and Security of Grade Records, BP/AP 5040 titled Student Records, Directory Information, and Privacy, and AP 5530 titled Student Rights and Grievances.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 4106)

Academic Affairs

1 **BP 4235 CREDIT BY EXAMINATION**

2 **Reference:**

3 Title 5, Section 55050

4 Credit may be earned by students who satisfactorily pass authorized examinations. The
5 President/Superintendent shall establish administrative procedures to implement this
6 Board Policy.

7 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 3012)

Academic Affairs

1 **BP 4240 ACADEMIC RENEWAL**

2 **Reference:**

3 Title 5, Section 55044

4 Previously recorded substandard academic performance may be disregarded if it is not
5 reflective of a student's current demonstrated ability. The President/Superintendent shall
6 establish procedures that provide for academic renewal.

7 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: June 18, 2008

Academic Affairs

BP 4250 PROBATION, DISMISSAL, AND READMISSION

References:

Education Code, Section 70902(b)(3);
Title 5, Sections 55030-55034

Probation

A student shall be placed on academic probation if he or she has attempted a minimum of 12 semester units of work and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if he or she has enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "W", "I", "NC" and "NP" were recorded reaches or exceeds fifty percent.

A student who is placed on probation may submit an appeal in accordance with procedures to be established by the President/Superintendent.

Students may clear academic probation by earning sufficient grade points to raise the cumulative grade point average to 2.0 or higher in the next semester of attendance. Probation status is not cleared by one semester of 2.0 GPA if it does not raise the cumulative GPA to 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "W," "I", "NC" and "NP" drops below fifty percent.

Dismissal

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 1.75 in all units attempted in each of two consecutive semesters. "All units attempted" is defined as all units of credit for which the student is enrolled in at the community college that they attend.

A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "W", "I", "NC" and "NP" are recorded in at least two consecutive semesters reaches or exceeds fifty percent.

Any student on academic probation for two consecutive semesters will be academically dismissed. However, any student on academic probation whose most recent semester grade point average equals or exceeds 2.0 or whose cumulative grade point average equals or exceeds 2.0 shall not be dismissed. A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures.

34 **Academic Readmission**

35 Readmission may be granted, denied, or postponed according to criteria contained in
36 administrative procedures. Students will remain on academic probation until the
37 cumulative GPA is 2.0 or higher.

38 **Progress Readmission**

39 Students may be readmitted the semester following progress dismissal through
40 successful petition to the Academic Records and Standards Committee. However, such
41 students will remain on progress probation until the percentage of "W", "I", "NC" or "NP"
42 entries are less than fifty percent of all units in which a student has enrolled.

43 The President/Superintendent shall develop procedures for the implementation of this
44 policy that comply with Title 5 requirements.

45 Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Dates Revised: February 20, 2008; November 18, 2013

Academic Affairs

BP 4260 PREREQUISITES AND CO-REQUISITES

Reference:

Title 5, Section 55000 and 55003

The President/Superintendent is authorized to establish prerequisites, co-requisites, and recommendations on preparation for courses in the curriculum. All such prerequisites, co-requisites, and recommendations shall be established in accordance with the standards set out in Title 5. Any prerequisites, co-requisites, or recommendations shall be necessary and appropriate for achieving success in the class. The procedures shall include the method in which a prerequisite or co-requisite may be challenged by a student on grounds permitted by law. Prerequisites, co-requisites, and recommendations shall be published in District publications available to students.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Dates Revised: February 20, 2008; June 18, 2008

Academic Affairs

BP 4300 FIELD TRIPS AND EXCURSIONS

Reference:

Title 5, Section 55220;
Government Code Section 11139.8

The President/Superintendent shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant, or categorical program funds if the funds are used consistently with the funding source. The expenses of instructors, chaperones, and other personnel traveling with students may also be paid from District funds.

No student shall be prevented from making the course-required field trip or excursion because of a lack of funds. No group shall be authorized to take a field trip or excursion if any student who is a member of such an identifiable group will be excluded from participation in the field trip or excursion because of a lack of sufficient funds.

When away from campus on college-sponsored travel, students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007
Date Revised: February 20, 2008

Academic Affairs

BP 4400 COMMUNITY SERVICES

References:

Education Code, Sections 70902, 78300, and 79120

The District shall maintain a community education program that contributes to the physical, mental, moral, economic, and/or civic development of students enrolled in it.

Community education offerings shall be open for admission to adults and minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community education offerings. Students involved in community education offerings shall be charged a fee not to exceed the cost of maintaining the offerings. Community education offerings may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Adopted: August 15, 2007

Date Revised: February 20, 2008

(Replaces former Cerritos College Policy 6000 - 6000.1)

Academic Affairs

AP 4005 DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

Reference:

Education Code, Section 70902

All faculty shall:

- Maintain currency with current information, concepts, laws and ideas in their disciplines and with best practices in teaching and learning.
- Check mailbox, voicemail, and e-mail regularly.
- Complete the checkout form before leaving campus at the end of the academic term.
- Maintain student confidentiality as required by regulation and Board Policy 5040 titled Student Records and Directory Information.

All full-time faculty shall:

- Participate in committee work, student activities, and shared governance activities as appropriate.
 - Attend first-year and second-year staff development workshops during the first and second years of employment at Cerritos College.
 - Attend department and division meetings.
 - Attend commencement ceremonies.
 - Assist the Department Chairperson and Instructional Dean in unit planning, budget preparation, and inventory.
 - Develop and implement a "Flex Plan" as required by state regulations.
- All full-time faculty who are assigned classes shall:
- Post and maintain at least three scheduled office hours per week on at least three different days, including the final examination period. Office hours may not be scheduled between 11:00 a.m.-12:30 p.m. on Tuesday and Thursday.

All faculty who are assigned classes shall:

- Teach all assigned classes unless excused under provisions of Board Policy.
- Teach all assigned classes for all scheduled minutes.
- In cases of necessary absence from class, notify the Instructional Dean or designee, or if unavailable, the Office of Academic Affairs in advance and have plans prepared so that a substitute, if assigned, can maintain continuity of course content.
- Teach courses in accordance with the course outlines of record.
- Provide opportunities for students to be aware of their progress.
- Submit a copy of the syllabus for each class to the Division Office.

- Keep accurate records of student enrollment, attendance, and academic progress and submit them to appropriate offices by the published deadlines.
 - Submit end-of-session grades, including supporting documentation, and attendance reports by the published deadlines.
 - Submit required information about first-day, no-show students by the published deadlines.
 - Submit textbook order information by the published deadlines. If the textbook is electronic or includes an electronic course pack, these conditions must be met:
 - o Tests and exams must be available to the student without charge.
 - o The text and course pack must be available to students with disabilities.
 - o The publisher must grant read-only access to designated college staff for purposes of evaluation of course materials.
 - o The text must be downloadable or printable.
- If these four conditions are not met, the electronic textbook cannot be used.
- Meet all classes during the final examination period.
 - Give final examinations at the scheduled time unless approval to do otherwise is granted by the Office of Academic Affairs or its designee.
 - Keep all corrected final examination papers for at least one year following the close of the semester or summer term.
 - Maintain a safe learning environment in classrooms, laboratories, and other instructional spaces.
 - Allow the instructional manager and/or Instructional Dean, upon request, to review any assignments given during the semester.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

(Replaces former Cerritos College Policies 3001, 3002, 3003, 3004, 3005, 3007, 3011, 3016, 3017, and 3018 just re-numbered)

Academic Affairs

AP 4010 ACADEMIC CALENDAR

References:

Education Code, Section 79020;
Title 5, Sections 55700 et seq. and 58142

It shall be the responsibility of the Office of Academic Affairs to prepare the academic calendar which shall include:

- The number of days that define an academic year (traditionally, 175 days of instruction and evaluation)
- Flexible calendar options, if any
- Processes for determining the academic calendar
- Holidays, which include:
 - o New Year's Day (January 1)
 - o Dr. Martin Luther King, Jr. Day (Third Monday in January)
 - o Lincoln Day (February 12 or as allowable by Education Code, Section 79020)
 - o Washington Day (Third Monday in February)
 - o Memorial Day (Last Monday in May)
 - o Independence Day (July 4)
 - o Labor Day (First Monday in September)
 - o Veterans Day (November 11 or as allowable by Education Code, Section 79020)
 - o Thanksgiving Day (Fourth Thursday in November)
 - o Christmas Day (December 25)
 - o Other holidays, including Board of Trustees-declared holidays.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

(Replaces former Cerritos College Policy 3024)

Academic Affairs

AP 4020 INSTRUCTIONAL PROGRAMS AND CURRICULUM

References:

Title 5, Sections 51021, 55000 et seq., and 55100 et seq.;
ACCJC Accreditation Standard II.A;
U.S. Department of Education regulations on the Integrity of Federal Student
Financial Aid Programs under Title IV of the Higher Education Act of 1965, as
amended

The responsibility for development and improvement of curriculum rests with the faculty
and department chairperson under the leadership of Instructional Deans and the Office
of Academic Affairs.

The formal work of curriculum development is performed by the Curriculum Committee,
under the leadership of a faculty chair and the Vice President of Academic Affairs or
designee.

Proposed new courses and educational programs must have approval of the Curriculum
Committee, the Board of Trustees, and the State Chancellor's Office. In addition,
career and technical programs must have the recommendation of the Los Angeles
Orange County Regional Consortia (LAOCRC). Unless an exception is granted by the
Office of Academic Affairs, all new courses and programs must be published in the
College Catalog before they can be offered. Each course must have an approved
course outline of record.

Recommendations for new courses and educational programs should be submitted to
the Office of Academic Affairs on the appropriate form. A proposal for a new course
and/or new educational program may originate with a faculty member, department
chairperson, or Instructional Dean, but must be submitted to the Curriculum Committee
through the Instructional Dean.

The following steps outline the procedure for adding new courses and educational
programs to the curriculum.

- Completion of the course outline and supporting forms by the person proposing
the class
- Completion of the appropriate document(s) to integrate the new course into an
existing program, if necessary
- Signature of the Department Chair with recommendation
- Notification of other programs that may be affected by the addition of the new
course

- Signature of the Instructional Dean with recommendation
- Recommendation by LAOCRC
- Submission to the Curriculum Committee by established deadlines
- Approval by the Curriculum Committee
- Verification of any Curriculum Committee modifications by the Dean of Academic Affairs, who also ensures those changes are incorporated in college publications
- Approval by the Board of Trustees
- Approval by the State Chancellor's Office
- Publication in college catalog and schedule of classes

Courses offered as general education or in a distance education format shall have separate approval by the Curriculum Committee. All new programs and courses shall offer a variety of modes of instruction to meet the learning abilities of prospective students. The Curriculum Committee will evaluate these new and continuing courses to determine if they meet an identifiable need, are consistent with the College mission and goals, and are appropriately classified as transfer, degree applicable, credit but not degree applicable, or non-credit.

For purposes of federal financial aid eligibility, a "credit hour" shall be not less than:

- One hour of classroom or direct faculty instruction and a minimum of two hours of out of class student work each week for approximately 15 weeks for one semester, or the equivalent amount of work over a different amount of time; or
- At least an equivalent amount of work as required in the paragraph above, of this definition for other academic activities as established by the institution including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.

Existing courses shall be reviewed at least every three years by the faculty responsible for teaching the courses. Course outlines shall be reviewed every three years by the department, and the revised and signed course outline of record shall be submitted to Academic Affairs and the Instructional Dean's Office. If the faculty member(s) wishes to change the course title, number, name, description, class hours, units, prerequisites, co-requisites, recommendations, or make substantial changes to the content, objectives, or methods of delivery, the changes must be submitted to the Curriculum Committee for approval.

Course deletions and reinstatements must be presented to the Curriculum Committee for approval.

Using the content review or content validation process, existing courses containing prerequisites, co-requisites, or recommendations shall be reviewed by faculty every six years for continuing appropriateness. Any changes must be presented to the Curriculum Committee for approval.

The Curriculum Committee shall publish its calendar of meetings for the year and disseminate it to all divisions and offices involved in the curricular process.

75 The Office of Academic Affairs shall maintain records of all Curriculum Committee
76 meetings. Approved courses and programs will be published in the next College
77 Catalog and schedule of classes after the entire process for approval has been
78 completed.

79 Outlines for courses at Cerritos College shall be maintained by the Office of Academic
80 Affairs.

81 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: October 24, 2011; December 10, 2018

(Replaces former Cerritos College Policies 3006, 3022, 3023, 3027)

Academic Affairs

AP 4021 PROGRAM VIABILITY

References:

Education Code, Section 78016;
Title 5, Sections 51022 and 55130;
ACCJC Accreditation Standard II.A.15

I. Program Viability

Cerritos College values the diversity of its course offerings and is committed to support programs that fulfill the goals of the College's mission statement.

Only programs which have been identified by key criteria (as outlined in Section III. Justification) shall be considered for viability study, revitalization, or discontinuance. Primary consideration for program revitalization and/or discontinuance should be based on the service the program provides to the college and community. Budgetary consideration should not be the principal factor motivating consideration of program discontinuance.

Collaboration between the Faculty Senate and CCFF is extremely important. Both faculty and administrators must participate collaboratively when making decisions regarding a program's viability. The Faculty Senate and CCFF must make certain that both academic and professional issues for a program viability study are clearly addressed to ensure respect for the goals of the process by faculty and administration.

II. Definition of a Program

A program is a course or group of courses that lead to transfer, a degree option, a certificate, a credential, or exists under a single TOP code.

III. Justification

A program viability study can be requested when one or more of the following conditions exist:

- a. Advisory committee recommendation
- b. Declining class enrollment over six semesters (based on Curriculum Committee approved class size and fill rate)
- c. Declining market and/or industry changes
- d. Declining student success rates
- e. Lack of available resources
- f. Other relevant factors

34 **IV. Initiator**

35 A program viability study can be requested by any of the following:

- 36 a. Department Chair
- 37 b. Area Dean
- 38 c. Vice President of Academic Affairs
- 39 d. Program Faculty
- 40 e. Advisory Committee Chair

41 **V. Task Force Membership**

42 A Program Viability Task Force will be established by the Faculty Senate to review
43 the program. The membership of the Program Viability Task Force will consist of:

- 44 a. Vice President of Academic Affairs
- 45 b. Area Dean
- 46 c. Dean outside the area
- 47 d. Program Department Chair(s)
- 48 e. Two faculty representatives appointed by Faculty Senate
- 49 f. One faculty representative appointed by CCFF

50 **VI. Review Process**

51 Once a Program Viability Review request has been submitted, the Faculty Senate
52 will convene the Program Viability Task Force.

53 a. **Initial Review:** The Program Viability Task Force will commence an initial
54 review of the flagged program to determine if a full review is warranted.
55 The Program Viability Task Force will report its findings to the Curriculum
56 Committee and the Faculty Senate. Based on the initial review the Task
57 Force may recommend:

- 58 1. No action at this time, the program is viable.
- 59 2. Revitalization of the program – the Task Force will devise a plan to
60 revitalize the program and a time table to accomplish this goal.
- 61 3. Discontinuance – declare the program obsolete and create a plan for
62 discontinuance that respects the needs of students and fulfills
63 contractual obligations to faculty and staff including the need to
64 negotiate with CCFF and CSEA on any and all effects of
65 discontinuance; with few exceptions, a recommendation for
66 discontinuance would not be made without first recommending actions
67 and allowing enough time to revitalize the program.
- 68 4. A complete review of the program because of a lack of consensus by
69 the Task Force.

70 b. **Complete Review:** If the Task Force determines a need, it will begin a
71 complete study of the program in question.

72 Data used should be based on trends over time (typically three to five
73 years) and should relate to program goals as well as the mission of the
74 College and the department. Careful attention should be paid to ensure
75 the accuracy and validity of data used to examine the program. The

76 criteria to be examined include uniform measures that should be applied
77 to all programs.

78 **Measures Applied to All Programs**

Qualitative	Quantitative
Balance of college curriculum	Enrollment trends relative to college
Match of program with college mission	Retention
Student satisfaction	Degrees, certificates, and transfer
Previous steps taken to strengthen program	Scheduling trends (frequency of course offerings)
Integration with other college programs	Resources available
Trends at area colleges and universities	Comparison of enrollment rates at area colleges to our own program
Currency of curriculum	Frequency of course offerings
Needs of community	Success rates (pass rates)
Workforce development	

79 **Additional Measures Applied to Career Technical Education**

Qualitative	Quantitative
Advisory committee recommendations	Documented labor demand by the California Employment Development Department
Employer satisfaction	Employment placement rate
Uniqueness of training program	Average wage offered in the career by the California Employment Development Department
Market trends	Synchronization of certificate offering with California Employment Development Department
	California Occupational Information System supply analysis
	Core indicators from Chancellor's Office

80 Based on the results of the complete review, the Task Force may
81 recommend:

- 82 1. No action at this time, the program is viable.
83 2. Revitalization of the program – the Task Force will devise a plan to
84 revitalize the program and a time table to accomplish this goal.
85 3. Discontinuance – declare the program obsolete and create a plan for
86 discontinuance that respects the needs of students and fulfills
87 contractual obligations to faculty and staff including the need to

88 negotiate with CCFF and CSEA on any and all effects of
89 discontinuance; with few exceptions, a recommendation for
90 discontinuance would not be made without first recommending actions
91 and allowing enough time to revitalize the program.

92 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: March 12, 2012

Academic Affairs

AP 4022 COURSE APPROVAL

Reference:

Title 5, Section 55100

- Procedures for submitting for Board approval individual degree-applicable credit courses offered as part of an educational program approved by the State Chancellor's Office.
- Procedures for course approval of non-degree-applicable credit courses and degree-applicable credit courses that are not part of a permitted educational program must address at least the following:
 - o These courses must be approved by the College Committee on Curriculum.
 - o The individuals on the College Committee on Curriculum must have received the training provided for in Title 5, Section 55100
 - o Unless modified to properly address the reasons for denial by the State Chancellor's Office, no courses may be offered that were previously denied separate approval by the State Chancellor's Office.
 - o No student may be permitted to count 18 or more semester units of coursework approved pursuant to this subdivision toward satisfying the requirements for a certificate or other document evidencing completion of an educational program or towards a major or area of emphasis for completion of an associate degree.
 - o No group of courses approved pursuant to this subdivision which total 18 or more semester units in a single four-digit Taxonomy of Programs Code may be linked to one another by means of prerequisites or co-requisites.
 - o All courses approved must be reported to the State Chancellor's Office.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: February 25, 2008

Academic Affairs

AP 4024 CREDIT HOURS AND UNITS

References:

Title 5 Sections 55002, 55002.5, 55100, 55130, 55256.5, and 58003.1;
34 Code of Federal Regulations Sections 600.2 and 668.8

Title 5 (§55002 and §55002.5) provides minimum hour-to-unit ratios and minimum unit increments at California Community Colleges. One credit hour of community college work (one unit of credit) shall require a minimum of 48 semester hours of total student work or 33 quarter hours of total student work, which may include inside and/or outside-of-class hours. As course contact hours increase, additional credit shall be awarded in half unit increments per the above hour-to-unit ratio standards (for example, a course that provides at least two units of credit shall require a minimum of 96 semester hours of total student work). A credit course shall not be offered for zero (0) units.

The Cerritos Community College District has established a relationship between the number of units assigned to a given course and the number of hours in the course outline of record. For each one unit of credit the standard is a minimum of:

- 18 lecture contact hours plus a minimum of 36 additional hours of related independent student work; OR
- 54 laboratory or activity contact hours.

Cooperative work experience courses shall adhere to the formula for credit hour calculations identified in Title 5 §55256.5. Title 5 §55256.5 provides specific hour-to-unit ratios for Cooperative Work Experience. The ratios are 75 hours of paid work experience for one unit of credit and 60 hours of non-paid work experience for one unit of credit.

Credit for clock hour designated programs shall be awarded consistent with Title 34 Code of Federal Regulations Part 600.2. The Code of Federal Regulations defines clock hour programs (34 CFR 668.8). Clock hour programs are required to use the formula for calculating units of credit that is contained within the code.

Title 5 §58003.1 requires the governing board of each community college district to establish a single primary term length for credit courses that are scheduled regularly with respect to the number of days of the week and the number of hours the course meets each week, inclusive of holidays. The Cerritos Community College District has established a standard term length of seventeen and a half (17.5) weeks.

32 The District shall provide annual certification to the California Community Colleges
33 Chancellor's Office pertaining to the approval of credit courses and credit programs as
34 required under Title 5 §55100 and §55130.

35 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: October 22, 2018

Academic Affairs

**AP 4025 PHILOSOPHY AND CRITERIA FOR ASSOCIATE DEGREE
AND GENERAL EDUCATION**

References:

Title 5, Section 55061;
ACCJC Accreditation Standard II.A (*formerly II.A.3*)

Each Associate Degree offered by the College shall be published in the College Catalog. Further, the purpose of the degrees and their requirements shall be explained in the catalog. Each degree will contain a pattern of general education and major courses and will lead students through patterns of learning that develop capabilities and insight including communication, mathematical calculations, modes of inquiry, awareness of culture and times, ethical considerations, and self understanding. The programs of the College are consistent with the institutional mission, purposes, demographics, and economics of its community.

Associate degrees shall be submitted through the following procedure:

- Department proposing the degree shall complete all forms required in the approval process to the dean for approval or non approval;
- If the degree is career/technical in nature, the dean will present it to the regional consortium for approval;
- The proposal shall be forwarded to the Curriculum Committee;
- If approved by the Curriculum Committee, the degree is submitted to the Board of Trustees for approval; and
- The degree will be forwarded to the State Chancellor's Office for approval. If approved, the degree will be offered to students and published in the catalog.

The philosophy of general education coursework as created by the Curriculum Committee and approved by the Faculty Senate, shall be published in the College Catalog. Courses approved by the Curriculum Committee for inclusion into the general education requirements shall be evaluated by the Curriculum Committee as meeting this philosophy as well as the criteria for approval of general education coursework. Coursework shall be approved which additionally introduces students to the variety of means through which people comprehend the modern world. Content will introduce the student to major areas of knowledge and provides an opportunity for students to develop intellectual skills,

32 technological literacy, affective and creative capabilities, social attitudes, and an
33 appreciation for cultural diversity.

34 Courses submitted for general education shall be approved as a separate action by the
35 Curriculum Committee if they meet the criteria outlined in the preceding paragraphs.

36 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 3008)

Academic Affairs

**AP 4026 PHILOSOPHY AND CRITERIA FOR INTERNATIONAL
EDUCATION**

Reference:

Education Code, Section 66015.7

International education should, as resources permit, encourage programs that support learning about other cultures, global issues, and the exchange of Californians and international students and scholars, such as:

- Courses of study to increase students' understanding of global issues and cultural differences;
- Courses in languages other than English to train students to communicate effectively in other cultures and to enhance their understanding of other nations' values;
- Opportunities for students to participate in study abroad programs to enrich their academic training, perspectives, and personal development;
- Opportunities for domestic and international students to interact effectively and routinely share their views, perceptions, and experiences in educational settings;
- Innovative public educational forums and venues to explore global issues and showcase world cultures;
- The presence of qualified students from other countries to inspire an appreciation for differences among cultures and a deeper understanding of the values and perspectives of other people;
- Faculty exchange and collaborative partnership programs with institutions in other countries;
- Collaborative research undertakings to address issues of global significance.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Academic Affairs

**AP 4027 PHILOSOPHY AND CRITERIA FOR STUDY ABROAD
PROGRAMS**

Reference:

Education Code, Section 66015.7

Program Development

The following criteria will be used to develop a program of study in a foreign country:

1. The Vice President of Academic Affairs, in consultation with the Study Abroad Task Force, will determine program location(s) at least one year in advance. In determining program location(s), student interest, faculty availability, international security issues, cost and other relevant factors will be considered.
 2. Once the program location has been selected, the Vice President of Academic Affairs, or designee, will work with the selected instructors to develop a detailed plan. The plan must include the following:
 - a. Program description
 - b. Instructors' qualifications
 - c. Proposed curriculum
 - d. Course schedule
 - e. Program evaluation procedures
 - f. Student recruitment plan for disseminating information to students, staff, and community
 - g. Program cost
 - h. Program implementation timeline
 - i. Required number of students for the program to occur
- This plan must be submitted to the Vice President of Academic Affairs for final approval.
3. There must be a substantial relationship between the destination(s) and the content of the course(s).
 4. Courses offered must be regular college courses that have been approved by the Curriculum Committee and the state. They must be transferable and meet general education requirements. Interdisciplinary courses are encouraged.
 5. Classes must meet for the required number of hours specified in the approved curriculum. Courses must be taught according to the approved course outline of record.

34 6. The program offered must be one capable of allowing participants to be full-time
35 students, enrolling and remaining in the equivalent of 12 hours of instruction per
36 week.

37 7. Study Abroad programs will include pre-departure orientations and classes held
38 on the Cerritos College campus.

39 **Instructor Selection**

40 The Study Abroad office will send a memo to all eligible faculty inviting them to apply for
41 the program. Applications submitted after the deadline will not be considered. All faculty
42 applying for the program must advise their department chairs and division deans that they
43 are applying and indicate the semester/term for which they will be abroad. The division
44 dean must sign the application, indicating approval.

45 Instructors will be selected on the basis of the following criteria:

46 1. Instructors' possession of the minimum qualifications to teach in the disciplines
47 whose courses they are proposing to teach. Instructors who do not currently
48 possess minimum qualifications in appropriate disciplines may undergo the
49 College's equivalency process to see if they qualify to teach the proposed courses.

50 2. Instructors' willingness to assume additional supervisory responsibilities for
51 students at the foreign study site.

52 3. The academic expertise of the individual and his/her willingness and ability to
53 assume the necessary duties of the program.

54 4. The individual's experience with the dynamics of group interaction and the ability
55 to work closely and cooperatively with another colleague.

56 Selection of instructors will be conducted by the Study Abroad Task Force, or a
57 subcommittee thereof. The selection committee will review applications, may interview
58 applicants, and will then make a recommendation to the Vice President of Academic
59 Affairs, who will make the final selection(s).

60 If members of the Study Abroad Task Force wish to apply, they cannot serve on the
61 selection committee and must recuse themselves from all discussions and votes relating
62 to the selection committee.

63 **Instructor Responsibilities**

64 While abroad, the instructor will teach his/her assigned teaching load and have additional
65 non-academic responsibilities to coordinate local travel and study excursions.

66 Academic Responsibilities

- 67 • Develop and coordinate activities in connection with the detailed planning of the
- 68 academic program and its implementation.
- 69 • Teach the approved class content to the registered class members.

- Ensure that the amount of work asked of the students is consistent with the work expected in the usual classroom situation.
- Prepare objectives, develop instructional strategies, and select appropriate assessment techniques.
- Encourage the students to use non-class time to complement the course content. Prior to departure, the instructors will encourage the students to spend time researching the area in which they will be traveling. Additionally, the instructors will inform class members of available cultural events when in the foreign study site.

Non-Academic Responsibilities

- Instructors must understand their expanded role in relationship to the program participants. The instructors must be capable of dealing with problem behavior, medical emergencies, travel disruptions, unforeseen expenses, and other situations not normally encountered in a regular classroom.
- Instructors will attend all pre-department meetings offered by the Study Abroad Office to increase their awareness of logistical issues concerning travel, appropriate clothing, housing, money exchange, weather, customs, packing, local mores, etc., thus giving the instructors, as well as student participants, the opportunity to better adjust to, and prepare for, the travel experience.
- During the semester prior to study abroad program, the instructors will participate in the recruitment of students, dissemination of information concerning the academic program at orientation meetings, and advisement of program participants on course requirements.
- The instructor will make it clear to the class members that he/she is available for advice and general problem solving and encourage all class members to discuss any questions and concerns as they arise.
- Instructors must ensure that all students remain enrolled in at least 12 units while studying abroad. When necessary, they must assist the program in processing drop and add forms on time.
- In case of medical emergencies or accidents involving a member of the class, the instructor's primary responsibility is to the entire class. Normally, one instructor will stay with the group while the other instructor or a designated class member or assistant transports or accompanies the ailing or injured participant to safety or the nearest facility. The instructors will notify the Educational Services Contractor in the foreign study site and, as soon as feasible, the Cerritos College Study Abroad Office.

Student Participation and Selection

Students will be required to enroll in and complete a minimum of 12 units for a semester-length program. Other requirements for minimum units will be established depending on

the length of the program (e.g., summer classes). Information on the program will be disseminated to interested students.

Procedures for student participation will include the following:

1. Study Abroad programs will be available to all students and will not discriminate on the basis of disability. In order to determine what accommodations might be necessary and possible abroad, the student, Disabled Student Programs and Services (DSPS), the Study Abroad office, and the Educational Service Contractor (ESC) will assess the student's needs and possible accommodations. It is the responsibility of the student to contact the DSPS office at least three (3) months before departure to disclose the nature of the disability and the need for accommodation so there is sufficient time to make necessary arrangements for accommodations. Regarding physical disabilities, it is important to note that other countries' infrastructures and abilities to accommodate disabled individuals differ from what is available in the United States.
2. Submit an application to the Office of Study Abroad. Students must be in good standing with the college. Students from other community colleges and four-year institutions are welcome, but must enroll as Cerritos College students to be eligible to participate in the Study Abroad Program.
3. Attend all pre-registration conferences and events.
4. Sign a statement acknowledging an understanding of the terms and conditions for participation.
5. Sign a District Waiver holding the District harmless for any and all problems or losses arising from the occasion of, or failure to provide, non-instructional services by a travel contractor.
6. Students will be notified in writing of their status in the program.

Educational Services Contractors (ESC)

All programs will use an ESC for non-instructional services.

Requests for Proposals will be developed by the Office of Study Abroad and sent to prospective contractors. The ESC for the travel program shall be selected by the Vice President of Academic Affairs, in accordance with the college's normal contract approval procedures.

Contractors must:

1. Be appropriately licensed, bonded and insured for providing services for, and be experienced in working with, college-level educational travel/study programs.
2. Show evidence of the ability to serve and provide access to students with disabilities in accordance with the Americans with Disabilities Act and Section 504/508 of the Rehabilitation Act of 1973.

- 144 3. Provide references from educational institutions.
- 145 4. Inform the Study Abroad Office of all services and/or payments provided to the
146 instructors and assistants.
- 147 5. Require and confirm that all participants have secured accident insurance coverage
148 for the period of the program prior to the scheduled departure date. The accident
149 insurance plan shall require prior approval of the District.
- 150 6. Hold harmless and indemnify the District, its Board of Trustees, its officers and
151 employees or agents, from every liability, claim, or demand which may be made by
152 reason of:
 - 153 a. Any injury to person or property sustained by the Contractor or by any person,
154 firm, or corporation, employed directly or indirectly by it, upon, or in connection
155 with, its services under this contract, however caused.
 - 156 b. Any injury to person or property sustained by any person, firm or corporation,
157 caused by any act, neglect, default, or omission of the Contractor or any
158 person, firm, or corporation, directly or indirectly employed by it upon, or in
159 connection with, the services provided herein.
 - 160 c. Contractor(s) at their own cost, expense, and risk, shall defend all legal
161 proceedings that may be brought against the District, the Board of Trustees,
162 its officers and employees or agents on such liability, claim or demand and
163 satisfy any resulting judgment that may be rendered against any of them.
- 164 7. Secure and maintain, at Contractor's expense, during the period of the contract,
165 Worker's Compensation and comprehensive liability insurance adequate to protect
166 the Contractor from claims for personal injury, including death and damage to
167 property, which may arise from operations under this contract. The policies so
168 secured shall also name the District as additional insured and shall include a
169 combined single limit of not less than two million dollars (\$2,000,000.00) for each
170 occurrence. Failure to provide the District with a Certificate of Insurance on a form
171 provided by the District shall be a breach of contract.
- 172 8. Provide a certified statement of the financial stature of the organization, including the
173 name of the company holding its bond or maintaining its trust account as required by
174 California law.
- 175 9. Provide a statement of policy for full or partial refund of fees in the event of any sort
176 of cancellation, including a description of how and when to apply for refunds, with
177 any deadlines clearly stated.

178 All contractors' bids will be reviewed by the Study Abroad Office prior to their being sent to
179 the Office of Business Services for approval and signature.

180 The Study Abroad Office will work with the ECS to outline the following for program
181 participants: logistics, itinerary, foreign information, guidelines for travel, cost of the
182 program, and money exchange.

Faculty Compensation and Instructor Loads

Compensation for faculty will be at their standard rate on the District salary schedule. Airfare, housing and study excursion costs for faculty are included in the costs of the program and are not District expenses.

Instructor loads for the Study Abroad programs will follow these proportions:

Instructor #1	Instruction	60%
	Reassigned Time and Professional Duties	40%
Instructor #2	Instruction	60%
	Reassigned Time and Professional Duties	40%

Program Evaluation

Prior to the conclusion of the program, students will submit a written evaluation of the program and participate with faculty in a group evaluation session.

Following the conclusion of the program and upon the return of the participating students and faculty, an evaluation conference may be conducted to discuss the program. All faculty and students participating in the particular program will be encouraged to attend.

Following the conclusion of each offering of a Study Abroad Program, the instructors will submit a written evaluation of the program that includes recommendations for improvement.

Program evaluations should address the following:

1. The successful completion of instruction in each of the courses included in the program.
2. Particular accomplishments of the program as a whole and the individual accomplishments of participating students and faculty.
3. Specific academic, logistical, and interpersonal dynamics of the program.
4. An overall assessment of the program including recommendations for continuation and improvement.

The Study Abroad Office will review the program evaluation and, in conjunction with the participating faculty, make recommendations for improvement of effectiveness.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: May 4, 2011

Academic Affairs

AP 4040 LIBRARY AND LEARNING SUPPORT SERVICES

References:

Education Code, Sections 78100, 78101, and 78103;
ACCJC Accreditation Standard II.B (*formerly II.C*);
Title 5, Section 51023

The College Librarians will:

- establish procedures for selection of library resources;
- develop and maintain a comprehensive collection of library resources, in consultation with classroom faculty;
- prepare students to deal with controversial subjects by providing materials that represent opposing sides of issues as well as the many groups and opinions prevalent in society;
- instruct students and assist faculty in the principles of information competency; and
- review the library collection by using recommended lists of materials for community college libraries, professional journals in disciplines taught at the college, and current bibliographic publications.

Objectives in the selection of library resources shall include:

- Providing materials that enrich and support the curriculum.
- Providing materials that stimulate learning.
- Providing materials that represent the diversity of the District.
- Placing principle above personal opinion and reason above prejudice in the selection of materials.

If the content of library materials is questioned or challenged, the questions should be directed in writing to the Dean of Academic Success, signed by the person raising the question, and should indicate specific objections, page references, etc. The Dean and the College Librarians will then review the questioned materials and determine if they should remain available through the library.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: December 10, 2018

(Replaces former Cerritos College Policy 3021)

Academic Affairs

AP 4050 ARTICULATION

References:

Education Code Section 66720-66744
Title 5, Sections 51022(b) and 55051;
ACCJC Accreditation Standard II.A.10 (*formerly II.A.6.a*)

High School, Regional Occupational Programs (ROP)

Articulation with high schools and ROPs may be course to course or program to program. In either case, the Senior Manager, Dual Enrollment or designee shall coordinate the process with the appropriate faculty and dean, both of whom must approve all written articulation agreements.

Other Colleges and Universities

Designated responsibility for the processes associated with articulation between Cerritos College and other colleges rests with a counseling faculty member with the title of Articulation Officer. These processes incorporate the development, maintenance, and distribution of articulation agreements.

The processes followed by the Articulation Officer follow guidelines provided in the California Articulation Policies and Procedures Handbook developed by the California Intersegmental Articulation Council (CIAC).

Articulation responsibilities and processes include, but are not limited to, the following:

1. Consulting with disciplinary faculty, department chairs, counseling faculty, and others, as appropriate;
2. Providing necessary materials and information about course articulation proposals and acceptances;
3. Initiating faculty-approved articulation agreements between Cerritos College and other institutions of higher education;
4. Providing final review and approval for new articulation proposals and agreements between Cerritos College and institutions where agreements had not previously existed;
5. Monitoring each stage of the articulation process and following up with department chairs, if necessary, for timely responses and decisions about articulation questions;

32 6. Managing, reviewing, and updating campus articulation data on a regular basis;
33 and

34 7. Disseminating current, accurate articulation information to students, counseling
35 faculty, department chairs and disciplinary faculty, and other appropriate campus
36 personnel.

37 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: December 10, 2018

Academic Affairs

AP 4060 DELINEATION OF FUNCTIONS AGREEMENTS

References:

Education Code, Sections 8535 and 8536

Whenever the District is approached by another educational agency (public school district or community college district) to assume responsibility for any or all of that agency's adult education apportionment, the following procedure will be implemented.

The Vice President of Academic Affairs will receive the proposal from the requesting school district, containing a list of the courses that it wishes to transfer to the District, as well as an enrollment history for these courses for the last two years.

The Vice President will forward the proposal to the Curriculum Committee for review to determine whether the proposed classes fit within the District's mission and curriculum. Such review would consist of, but not be limited to, information on course titles, course content, projected enrollment, and faculty credential requirements. The Curriculum Committee will present the proposal to the Vice President for review with a recommendation about whether or not the proposed transfer should be accepted.

If approved by the Vice President, a memorandum of understanding specifying a Delineation of Functions Agreement will be developed jointly with the requesting school district. The agreement shall contain all legal and contractual obligations of either or both districts under the program with appropriate time requirements. Furthermore, the written transfer agreement shall specify 1) that only courses that qualify as community college noncredit education under Education Code, Section 84711 shall be transferred and 2) the number of FTES proposed to be transferred from the district with the existing program.

The memorandum of understanding specifying the Delineation of Functions Agreement will be submitted to the Board of Trustees for approval.

If approved by the Board, appropriate paperwork and reports required by the State Chancellor's Office will be completed and submitted for implementation.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Academic Affairs

AP 4070 COURSE AUDITING AND AUDITING FEES

Reference:

Education Code, Section 76370

The Cerritos Community College District will provide students the opportunity to audit college class sections on a no-credit basis when the following requirements are met:

- o A student has been officially admitted to the College.
- o The faculty member has approved the student's request to audit.
- o The dean has approved the student's request to audit.

The student may not attend the class unless all of the preceding conditions have been met.

When space in a class is limited, auditing students will be displaced by credit students.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

(Replaces former Cerritos College Policy 3028)

Academic Affairs

**AP 4100 GRADUATION REQUIREMENTS FOR DEGREES AND
CERTIFICATES OF ACHIEVEMENT**

References:

Title 5, Sections 55002(a) and 55060 et seq.

Requirements for degrees include:

- Satisfactory completion of at least 60 semester units of college work. "College work" includes courses which have been properly approved pursuant to Title 5, Section 55002(a) or, if completed at other than a California community college, would reasonably be expected to meet the standards of that Title 5 section.
- At least 18 semester units in general education and at least 18 semester units in which at least a "C" has been earned in a major listed in the Community Colleges' "Taxonomy of Programs." The general education requirements must include a minimum of work in the natural sciences, the social and behavioral sciences, humanities, and language and rationality.
- At least 12 semester units of study in residence; exceptions to the residence requirement can be made by the Board of Trustees when an injustice or undue hardship would result.
- Demonstrated competence in reading, written expression, and mathematics.

Students may petition to have noncredit courses counted toward the satisfaction of requirements for an associate degree.

Requirements for Certificates of Achievement include:

- Successful completion of an organized career/technical curriculum with an occupational goal of at least 16 units as specified
- Maintenance of at least a 2.0 Grade Point Average (GPA) in all required courses
- Minimum of 12 units of study in residence at Cerritos College

Shorter credit programs that lead to a certificate may be established by the District. Content and assessment standards for certificates shall ensure that certificate programs are consistent with the mission of the District, meet a demonstrated need, are feasible and adhere to guidelines on academic achievement.

Certificates for which the State Chancellor's approval is not sought may be given any name or designation deemed appropriate except for certificate of achievement, certificate of completion, or certificate of competency.

33 Board Policies and Administrative Procedures regarding general education and degree
34 requirements must be published in the College Catalog and must be filed with the State
35 Chancellor's Office.

36 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 15, 2007

Dates Revised: February 25, 2008; June 18, 2008; June 14, 2018

(Replaces former Cerritos College Policy 3008)

Academic Affairs

AP 4101 INDEPENDENT STUDY

References:

Title 5, Sections 55230 et seq.

When circumstances warrant offering a special course to an individual student, an instructor may register that student in an individual Independent Study course. The student and the instructor shall complete a written contract that addresses the following:

- Academic standards for independent study, which shall be the same as those applied to other credit courses or noncredit courses.
- Specified number of hours of study required to reach the goals of the course.
- College facilities needed, if any, for the student while working on his/her goals.
- Number of meetings to be scheduled between the student and the faculty member. Access to the instructor must be at least equivalent to that commonly available to students in courses conducted by other instructional methods.
- Procedures to be followed to monitor student progress.
- How the student will demonstrate his/her accomplishment or mastery of the goal.

The contract must be approved by the appropriate Instructional Dean.

Grades are CR/NC. If the contract is not completed by the end of the semester, a grade of NC will be awarded. Independent study courses in any combination may be taken for a maximum of six units. These courses are repeatable up to a maximum of four units in one departmental discipline.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: June 18, 2008

Academic Affairs

AP 4102 CAREER AND TECHNICAL PROGRAMS

References:

Title 5, Sections 55600 et seq.;
34 C.F.R. Part 600 (U.S. Department of Education regulations on the Integrity of
Federal Student Financial Aid Programs under Title IV of the Higher Education
Act of 1965, as amended);
ACCJC Accreditation Standard II.A.14

Career and Technical Program Advisory Committees

Section 55601 in Title 5 of the California Code of Regulations requires that all career and technical programs have regularly scheduled advisory committee meetings. Advisory committee membership should include working professionals in the appropriate program field whose expertise would benefit the program. Members should be selected by the faculty in a particular program and reviewed and appointed by the Division Dean.

Advisory committees are used for planning purposes, curriculum development, college relations, and maintaining career and technical programs that are relevant to job needs and up-to-date with current field practices.

A. Functions of the Career and Technical Program Advisory Committee

1. To study the educational needs of a specific career and technical program and to make recommendations to the College program faculty and administration relating to these needs. Such recommendations may be included in the program's academic program review.
2. To interpret the program to the communities served and the communities' needs to the College.
3. To furnish specialized information and advice on technical requirements for the effective operation of the program.
4. To provide channels of communication between the College and the various organizations and agencies of the community interested in the program.
5. To further a cooperative relationship between the College and the resource agencies of the community in support of the program.

B. Operation of the Committee

1. A faculty member of the particular career and technical program shall serve as chairperson of the committee and shall preside at all meetings.
2. Subcommittees may be appointed, if and as desired by the committee.
3. Committee responsibilities of individual members may be designated, as required.

4. Meetings shall have prepared agendas that are sent to committee members and other appropriate parties in advance of the meeting and shall be kept on file in the Division office.
5. Minutes shall be taken at all meetings and shall become a permanent record of the meeting and be kept on file in the Division office.
6. Meetings should be held at least twice during the academic year.
7. Additional meetings may be called by the committee chairperson or by the Dean, as necessary.

Provisions for Documenting the Competencies of Students Completing Career and Technical Programs

All programs are responsible for monitoring, documenting, and communicating with their Advisory Committee how students are progressing toward the competencies, objectives, and student learning outcomes identified for the particular program.

Students may demonstrate proficiency in one or more of the following ways:

- Achieving grades on all assignments and examinations in each course within the program that would enable them to receive a certificate of completion, certificate of achievement, and/or a degree in the particular field.
- Performing all identified skills needed to enter a particular profession at a level that indicates proficiency in the particular skill.
- Completing all required clinical rotations or internships as required by the program.
- Passing all required local, state, and or national certification or licensure tests or examinations.
- Achieving identified course, program, and institutional student learning outcomes.

Consistent with federal regulations pertaining to federal financial aid eligibility, the Vice President of Academic Affairs will ensure that the District complies with the United States Department of Education's disclosure requirements for each of the District's gainful employment programs by disclosing federally-mandated information about the programs to prospective students. The District shall make the required disclosures available to prospective students in promotional materials and on its website.

The Vice President of Academic Affairs shall establish procedures to ensure that the District meets these reporting requirements whenever the District intends to add a new gainful employment program.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007
Date Revised: October 24, 2011

Academic Affairs

AP 4103 WORK EXPERIENCE

References:

Title 5, Sections 55250 et seq.

To enroll in a work experience class a student must:

- Declare a major in the discipline of the work experience.
- Be enrolled in a minimum of seven or more units, including work experience classes.
- Be enrolled in a program leading to a career goal.
- Comply with requirements for earning credit for the class.

The maximum number of work experience units that may be earned is 16 semester units as specified by Title 5, Section 55253.

Grades are determined by the work experience instructor who may consult with the employer.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Academic Affairs

AP 4104 CONTRACT EDUCATION

Reference:

Title 5, Section 55170

The District may contract to offer instructional classes or services for businesses, industry, public agencies, and/or other groups. These contracted activities shall be self-supporting and shall not use the unrestricted general fund of the college. If the contract covers the full cost of the classes, the classes shall not be submitted for apportionment from the state and are not required to be open to the public.

Procedure

Requests for Board approval will be prepared by the Office of Economic Development, reviewed by the Office of Business Services, and recommended by the Office of Academic Affairs.

- Proposed contracts will be evaluated for their feasibility by the Office of Economic Development using the following criteria:
 - o The contract shall be congruent with the District's mission, mandates, and goals.
 - o The scope, objectives, and outcomes of the contract shall be feasible, measurable, and attainable.
 - o The costs of delivering the contract, including administrative costs, shall be recovered from the funds generated by the contract.
- Contracts will be issued by the District through the Purchasing Office after approval by the Board of Trustees.

Contract Education Options

- Credit or non-credit classes from the approved curriculum may be offered. Students may earn college credit upon successful completion.
- Customized classes designed for a particular purpose may be offered, but they will not be credit bearing.
- Specialized services may be offered.

Contract Approval

- Contracts shall require approval by the Board of Trustees.

Office of Primary Responsibility: Vice President, Academic Affairs

Academic Affairs

AP 4105 DISTANCE EDUCATION

References:

Title 5 Sections 55200 et seq.;
34 C.F.R. §602.17 (U.S. Department of Education regulations on the Integrity of
Federal Student Financial Aid Programs under Title IV of the Higher Education
Act of 1965, as amended);
ACCJC Accreditation Standard II.A.1

Consistent with federal regulations pertaining to federal financial aid eligibility, the District must authenticate or verify that the student who registers in a distance education or correspondence education courses is the same student who participates in and completes the course or program and receives the academic credit. The District will provide to each student at the time of registration, a statement of the process in place to protect student privacy and estimated additional student charges associated with verification of student identity, if any.

The Vice President of Academic Affairs shall utilize one or both of these methods to authenticate or verify the student's identity:

- secure credentialing/login and default password; and/or
- proctored examinations.

The Vice President of Academic Affairs shall establish procedures for providing a statement of the process in place to protect student privacy. No estimated additional student charges are associated with verification of student identity to each student at the time of registration.

Definition: Distance education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.

Course Approval: Each proposed or existing course offered by distance education shall be reviewed and approved separately. Separate approval is mandatory if any portion of the instruction in a course or a course section is designed to be provided through distance education.

The review and approval of new and existing distance education courses shall follow the curriculum approval procedures outlined in Administrative Procedure 4020 titled Instructional Programs and Curriculum. Distance education courses shall be approved under the same conditions and criteria as all other courses.

Curriculum Committee Certifications: When approving distance education courses, the Curriculum Committee will certify the following:

- **Course Quality Standards:** The same standards of course quality are applied to the distance education courses as are applied to traditional classroom courses.
- **Course Quality Determinations:** Determinations about the quality of the distance education courses are made with the full involvement of the Instructional Dean, department chair, and the Curriculum Committee.
- **Instructor Contact:** Each section of the course that is delivered through distance education includes regular effective contact between instructor and students.
- **Faculty Certification:** Faculty teaching distance education course are certified to do so by the Distance Education Office.
- **Duration of Approval:** All distance education courses approved under this procedure will continue to be in effect unless there are substantive changes to the course outline.

Accessibility Standards: Electronic course materials, e-textbooks, websites, and course packs must be accessible to individuals with disabilities. Tests and examinations must be available without charge. E-textbooks must be downloadable or printable.

Distance education courses shall be accessed only via the College's website or course management system.

Faculty are required to give read-only access of their course materials, textbooks, websites, and course packs to designated employees.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007
Dates Revised: February 25, 2008; November 28, 2011

Academic Affairs

AP 4222 REMEDIAL COURSEWORK

Reference:

Education Code Section 78213;
Title 5, Section 55035;
ACCJC Accreditation Standard II.A.4

Remedial coursework consists of pre-collegiate basic skills courses.

A student's need for remedial coursework shall be determined using appropriate assessment instruments, methods, or procedures.

No student shall receive more than 30 semester units for remedial coursework. A student who exhausts this unit limitation shall be referred to appropriate adult noncredit education services.

No student shall be required to enroll in remedial English or mathematics coursework that lengthens their time to complete a degree unless placement research that includes consideration of high school grade point average and coursework, shows that those students are highly unlikely to success in transfer-level coursework in English and mathematics. A student may be required to enroll in additional concurrent support, including additional language support for English as a Second Language students, during the same semester that they take a transfer-level English or mathematics course, but only if the Vice President of Academic Affairs or designee determines the support will increase their likelihood of passing the transfer-level English or mathematics course. The Vice President of Academic Affairs or designee shall minimize the impact on student financial aid and unit requirements for the degree by exploring embedded and low or noncredit support options.

A student who successfully completes remedial coursework or who demonstrates skill levels which assure success in college-level courses may request reinstatement to proceed with college level coursework.

Students enrolled in one or more courses of English as a Second Language (ESL) and students identified as having a learning disability are exempt from the limitations of this procedure.

Students who demonstrate significant, measurable progress toward development of skills appropriate to enrollment in college-level courses may be granted a waiver of the limitations of this procedure.

33 The Cerritos Community College District Catalog shall include a clear statement of the
34 limited applicability of remedial coursework toward fulfilling degree requirements and
35 any exemptions that may apply to this limitation.

36 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 3015)

Academic Affairs

AP 4225 COURSE REPETITION

References:

Education Code Section 76224;
Title 5, Sections 55040-55043, 55253 and 56029

Course Repetition to Alleviate Substandard Academic Work

A student may repeat a course in an effort to alleviate substandard academic work. Students may repeat up to a total of two times in which substandard grades (less than "C", and including "FW", "NP", or "NC") were awarded, except in limited circumstances as described below. Students do not need to petition for a first repeat of a course; for a second repeat of a course, students must petition the Academic Records and Standards Committee for approval.

If a student repeats a course that is not designated as repeatable and receives a satisfactory grade, then the student may not repeat the course again except in limited circumstances as described in the "Course Repetition Due to Special Circumstances" section below.

If a student repeats the course and receives another substandard grade, the student may repeat the course one additional time in an effort to alleviate substandard work. A student may petition the Academic Records and Standards Committee to repeat a course for which three substandard grades have been assigned, provided apportionment is not claimed pursuant to Title 5 Section 58161. No more than two substandard grades may be excluded in computing the student's GPA if the student repeats the class two or more times.

If a student repeats a course to alleviate substandard academic work, grade and credit will be included when calculating a student's grade point average, as long as the student is not allowed additional repetitions for more than three semesters.

Course Repetition Due to Special Circumstances

Circumstances under which students may either repeat a course more than two times to alleviate substandard grades or repeat courses in which a "C" or better grade was earned:

- **Disabled Student Programs And Services:** Students with disabilities who are registered with the College's Disabled Student Programs and Services (DSPS) department, can repeat a special class for students with disabilities any number of times when an individualized determination verifies that such repetition is required as a disability-related accommodation for the student for one of these reasons specified in Title 5, Section 56029:

- a. When continuing success of the student in other general and/or special classes is dependent on additional repetitions of a specific special class;
- b. When additional repetitions of a specific special class are essential to completing a student's preparation for enrollment into other regular or special classes; or
- c. When the student has a student educational contract which involves a goal other than completion of the special class in question and repetition of the course will further achievement of that goal.

- **Military Service:** A student who is a member of an active or reserve United States military service and who receives orders compelling a withdrawal from courses shall be permitted to withdraw upon verification of such orders. A withdrawal symbol of "MW" will be assigned on the student's transcript and the student receiving such a symbol shall be allowed to repeat.

- **Cooperative and Occupational Work Experience:** Students may earn up to a total of 16 semester credit hours in cooperative work experience education subject to the following limitations:
 - a. Repetition of cooperative work experience education courses is limited to a maximum of six semester credit hours in general work experience education during one enrollment period.
 - b. A maximum of eight credit hours may be earned during one enrollment period in occupational work experience education.

If only one course in occupational work experience is offered in a given field and the course is not a variable unit open-entry/open-exit course, a student is allowed to repeat that course any number of times as long as the student does not exceed the limits on the number of units of cooperative work experience as outlined above. Attendance of a student repeating a cooperative work experience course pursuant to Title 5, Section 55253(a) may be claimed for state apportionment.

- **Legally Mandated Training Requirement:** Students may repeat a course any number of times where it is required for a student to meet a legally mandated training requirement as a condition of continued volunteer or paid employment. Students can repeat such courses any number of times, regardless of whether the student recorded substandard work.
- **Employment or Licensing Requirement:** Students may petition to repeat a course needed for employment or licensure because of a significant change in industry or licensure standards. Students may take these courses any number of times.
- **Significant Lapse of Time:** A student may repeat a course in which a grade of "C" or better was received after a significant lapse of time, per AP 4228 titled Course Repetition - Significant Lapse of Time.

- **Extenuating or Extraordinary Circumstances:** In cases where extenuating or extraordinary circumstances exist, course repetition shall be allowed. Extraordinary circumstances are those which would justify the District providing the student a refund. Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student.

Repetition and Academic Records

When a course is repeated the District shall disregard the previous grade and credit in computing the student's GPA and include the most recent grade and credit when calculating a student's grade point average.

Courses that are repeated shall be recorded on the student's permanent academic record using an appropriate annotation.

Annotating the permanent academic record shall be done in a manner so that all work remains legible, ensuring a true and complete academic history.

Students may use an equivalent course from an accredited college or university to replace a Cerritos College course in which a substandard grade was recorded, if earned subsequent to the substandard grade at Cerritos College. The student must petition the Academic Records and Standards Committee to record the change. The grade received will be calculated in the Cerritos GPA.

The College may honor the prior course repetition actions of other accredited colleges and universities in determining acceptance of credits, subject to student petition, and approval by, the Academic Records and Standards Committee.

Nothing can conflict with Education Code, Section 76224 pertaining to the finality of grades assigned by instructors, or with Title 5 or administrative procedures relating to retention and destruction of records.

See also AP 5075 titled Course Adds and Drops, AP 5013 titled Students in the Military, AP 4227 titled Repeatable Courses, AP 4228 titled Course Repetition – Significant Lapse of Time, and AP 4229 titled Course Repetition – Variable Units.

Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Student Services

Date Adopted: August 15, 2007

Dates Revised: February 20, 2008; May 20, 2009; November 28, 2011;
October 14, 2013

Academic Affairs

AP 4226 MULTIPLE AND OVERLAPPING ENROLLMENTS

Reference:

Title 5, Section 55007

A student may not enroll in two or more sections of the same credit course during the same term unless the length of the course provides that the student is not enrolled in more than one section at any given time.

A student may not enroll in two or more courses where the meeting times for the courses overlap, unless:

- The student provides a valid justification, other than scheduling convenience, of the need for an overlapping schedule.
- The Vice President, Academic Affairs approves the schedule.
- The student makes up the overlapping hours at some other time during the same week under the supervision of the instructor of the course.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: February 25, 2008

Academic Affairs

AP 4227 REPEATABLE COURSES

References:

Title 5, Sections 55040, 55041, 55253 and 56029

Only the following types of courses may be designated as repeatable:

- Courses for which repetition is necessary to meet the major requirements of CSU or UC for completion of a bachelor's degree;
- Intercollegiate athletics courses; and
- Intercollegiate academic or vocational competition courses. Such courses may be repeated no more than four times for semester courses or six times for quarter courses.

Under special circumstances, students may repeat courses in which a "C" or better grade was earned.

Students may repeat a course without petition when repetition is necessary to enable that student to meet a legally mandated training requirement as a condition of volunteer or continued paid employment. Students may repeat such courses any number of times.

Students may petition to repeat a course as a result of a significant change in industry or licensure standards such that repetition of the course is necessary for the student's employment or licensure. Students can repeat such courses any number of times.

The District shall identify and designate repeatable courses in the catalog.

Students may enroll in activity courses in physical education, visual arts, or performing arts. Such courses may not be repeated for more than four semesters. This limit applies even if the student receives a substandard grade or "W" during one or more enrollment or if a student petitions for repetition for repetition due to extenuating circumstances.

Students with disabilities may repeat a special course for students with disabilities any number of times when an individualized determination verifies that such repetition is required as a disability-related accommodation for the student for one of these reasons specified in Title 5, Section 56029:

- a) When continuing success of the student in other general and/or special classes is dependent on additional repetitions of a specific special class;
- b) When additional repetitions of a specific special class are essential to completing a student's preparation for enrollment into other regular or special classes; or

32 c) When the student has a student educational contract which involves a goal other
33 than completion of the special class in question and repetition of the course will
34 further achievement of that goal.

35 A student may repeat a cooperative work experience program any number of times as
36 long as they do not exceed the limit on the number of units of cooperative work experience
37 set forth in Title 5 Section 55253(a); however, the grade received by the student each
38 time will be included in calculations of the student's grade point average.

39 The District shall maintain the mechanism(s) necessary for proper monitoring of course
40 repetition.

41 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: June 18, 2008

Dates Revised: December 10, 2008; August 31, 2009

(Replaces former Cerritos College Policy 3008)

Academic Affairs

AP 4228 COURSE REPETITION – SIGNIFICANT LAPSE OF TIME

References:

Title 5, Section 55043

Students may be permitted or required to repeat courses in which a “C” or better grade was earned where there was a significant lapse of time of no less than 35 months since the grade was obtained and:

- The District has established a recency prerequisite for a course or program; or
- Another institution of higher education to which the student seeks to transfer has established a recency requirement which the student will not be able to satisfy without repeating the course in question.

When a student needs to repeat an active participatory experience course in physical education, or visual or performing arts, or that is related in content due to a significant lapse of time, each repetition attempt will be counted toward the established repetition limits. However, if a student has already exhausted the number of permitted repetitions, then an additional repetition due to significant lapse of time may be permitted or required by the District.

When a course is repeated due to a significant lapse of time, the District may disregard the previous grade and credit when computing a student’s grade point average.

Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Student Services

Date Approved: December 10, 2008

Academic Affairs

AP 4229 COURSE REPETITION – VARIABLE UNITS

References:

Title 5, Section 55044

Students may be permitted to enroll in variable unit open-entry/open-exit courses as many times as necessary to enable them to complete the entire curriculum of the course once.

Students may not repeat variable unit open-entry/open-exit courses unless:

- The course is required for legally mandated training; or
- The course is a special class for students with disabilities which needs to be repeated; or
- Repetition of the course is justified by extenuating circumstances; or
- The student wishes to repeat the course to alleviate substandard work.

A student may not enroll in a variable unit open-entry/open exit active participatory course in physical education, visual arts, or performing arts more than one time.

When a course is repeated due to a significant lapse of time, the District may disregard the previous grade and credit when computing a student's grade point average.

Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Student Services

Date Approved: December 10, 2008

Academic Affairs

AP 4230 GRADING AND ACADEMIC RECORD SYMBOLS

References:

Title 5, Sections 55023 and 55024

Grades from a grading system shall be averaged on the basis of the point equivalencies to determine a student's grade point average using only the following evaluative symbols:

Evaluative symbols:

A – Excellent (Grade point = 4)

B – Good (Grade point = 3)

C – Satisfactory (Grade point = 2)

D – Less than satisfactory (Grade point = 1)

F – Failing (Grade point = 0)

P – Passing (at least satisfactory – units awarded not counted in GPA)

NP – No Pass (less than satisfactory, or failing – units not counted in GPA)

SP = Satisfactory Progress towards completion of the course (Used for noncredit courses only and is not supplanted by any other symbol)

FW – The “FW” symbol may not be used if a student has qualified for and been granted a military withdrawal. If “FW” is used, its grade point value is 0.

Non-Evaluative symbols - general:

I – Incomplete: Incomplete academic work for unforeseeable, emergency and justifiable reasons. The condition for the removal of the “I” shall be stated by the instructor in a written record. The record shall contain the conditions for the removal of the “I” and the grade assigned in lieu of its removal. The record must be given to the student with a copy on file with the registrar until the “I” is made up or the time limit has passed. A final grade shall be assigned when the work stipulated has been completed and evaluated, or when the time limit for completing the work has passed. The “I” may be made up no later than one year following the end of the term in which it was assigned. The “I” symbol shall not be used in calculating units attempted nor for grade points.

IP – In Progress: The “IP” symbol shall be used only in courses which extend beyond the normal end of an academic term. It indicates that work is “in progress,” but that assignment of an evaluative symbol (grade) must await its completion. The “IP” symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative symbol (grade) and unit credit shall be assigned and appear on the student's permanent record for the term in which the course is completed. The “IP” symbol shall not be used in calculating grade point averages. If a student enrolled in an “open-entry, open-exit” course is assigned an “IP” and does not re-enroll in that course during the subsequent term, the appropriate faculty

will assign an evaluation symbol (grade) to be recorded on the student's permanent record for the course.

RD – Report Delayed: The “RD” symbol may be assigned by the registrar only. It is to be used when there is a delay in reporting the grade of a student due to circumstances beyond the control of the student. It is a temporary notation to be replaced by a permanent symbol as soon as possible. “RD” shall not be used in calculating grade point averages.

Non-Evaluative symbols – withdrawal other than FW:

W – Withdrawal: The “W” symbol may be used to denote withdrawal in accordance with the requirements of Title 5 Section 55024.

MW – Military Withdrawal: The “MW” symbol may be used to denote military withdrawal in accordance with Title 5 Section 55024, including

- (1) Military Withdrawal (MW) occurs when a student who is a member of an active or reserve United States military service receives orders compelling a withdrawal from courses. Upon verification of such orders, a withdrawal symbol may be assigned at any time after the period established by the governing board during which no notation is made for withdrawals. The withdrawal symbol so assigned shall be “MW.”
- (2) Military withdrawals shall not be counted in progress probation and dismissal calculations.
- (3) Military withdrawals shall not be counted toward the permitted number of withdrawals or counted as an enrollment attempt.
- (4) In no case may a military withdrawal result in a student being assigned an “FW” grade.

EW –Excused Withdrawal: The “EW” symbol may be used to denote excused withdrawal in accordance with Title 5 Section 55024, based upon verifiable documentation supporting the request, including:

- (1) Excused Withdrawal (EW) occurs when a student is permitted to withdraw from a course(s) due to specific events beyond the control of the student affecting his or her ability to complete a course(s) and may include a job transfer outside the geographical region, an illness in the family where the student is the primary caregiver, when the student who is incarcerated in a California state prison or county jail is released from custody or involuntarily transferred before the end of the term, when the student is the subject of an immigration action, or other extenuating circumstances as described in (a)(2), making course completion impracticable. In the case of an incarcerated student, an excused withdrawal cannot be applied if the failure to complete the course(s) was the result of a student's behavioral violation or if the student requested and was granted a mid-semester transfer. Upon verification of these conditions and consistent with the district's required documentation substantiating the condition, an excused withdrawal symbol may be assigned at any time after the period established by the governing board during which no notation is made for withdrawals. The withdrawal symbol so assigned shall be an “EW.”
- (2) Excused withdrawal shall not be counted in progress probation and dismissal calculations.

- 82 (3) Excused withdrawal shall not be counted toward the permitted number of withdrawals
83 or counted as an enrollment attempt.
84 (4) In no case may an excused withdrawal result in a student being assigned an "FW"
85 grade.

86 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 15, 2007

Dates Revised: February 25, 2008; May 4, 2009; May 7, 2018

Academic Affairs

**AP 4231 GRADE PRACTICES, GRADE CHANGES, AND SECURITY
OF GRADE RECORDS**

References:

Education Code, Sections 70902, 76224, and 76232;
Title 5, Section 55025

Changing Grades

Absent mistake, fraud, bad faith, or incompetence, only the instructor of the course is authorized to remove or change an incorrect grade from a student's record. "Fraud" may include, but is not limited to, inaccurate recording or change of a grade by any person who gains access to grade records without authorization. "Mistake" may include, but is not limited to errors made by an instructor in calculating a student's grade and clerical errors. The correction of a grade given, which is requested by a student, shall only be allowed for a request initiated within one year following the end of the term in which it was assigned.

Exceptions to the one-year limit on grade changes may be requested by petition of the student in extenuating circumstances. A formal written petition must be submitted to the Academic Records and Standards Committee. Extenuating circumstances are verified cases of accident, illnesses, or other circumstances beyond the control of the student.

The removal or change of an incorrect grade from a student's record shall only be done pursuant to Education Code, Section 76232, or by an alternative method that ensures that each student shall be afforded an objective and reasonable review of the requested grade change.

If the procedure requires that a student first request a grade change from the instructor, provisions shall be made to allow another faculty member to substitute for the instructor if the student has filed a discrimination complaint, if the instructor is not available or where the District determines that it is possible that there may have been gross misconduct by the original instructor.

In the case of perceived mistake, fraud, bad faith, or incompetence, the student may pursue a grade grievance (see AP 5530 titled Student Rights and Grievances).

In all cases, the instructor who first awarded the grade shall be sent written notice of any grade change to his/her last available address.

Security of Grade Records

The District shall implement security measures for student records that assure no person may obtain access to student grade records without proper authorization. These

measures shall be installed as part of any and all computerized grade data storage systems.

The measures implemented by the District shall include, but not necessarily be limited to, password protection for all student grade data bases; locking mechanisms for computer stations from which student grade data bases can be viewed, if needed; and strict limits on the number of persons who are authorized to change student grade records.

Persons authorized to change grade records shall be designated by the Dean of Admissions, Records and Services. No more than seven District employees may be authorized to change student grades. Only regular full-time employees of the District may be authorized to change grades. Student workers shall not have access to grade records, and student workers may not change grades at any time.

Any person who discovers that grades have been changed by someone other than the persons authorized to do so shall notify the Dean of Admissions, Records and Services immediately. The Dean of Admissions, Records and Services shall immediately take steps to lock the grade storage system entirely while an investigation is conducted.

If any student's grade record is found to have been changed without proper authorization, the District will notify 1) the student; 2) the instructor who originally awarded the grade; 3) any educational institution of which the District has official knowledge to which the student has transferred; 4) the accreditation agency; and 5) appropriate local law enforcement authorities.

Whenever a grade is changed for any reason, corrected transcripts will be sent to any educational institution to which a student has transferred.

Any student or employee who is found to have gained access to grade recording systems without proper authorization, or who is found to have changed any grade without proper authority to do so, shall be subject to discipline in accordance with District policies and procedures.

Any person who is found to have gained access to grade recording systems without proper authorization, or who is found to have changed any grade without proper authority to do so, shall be reported to the appropriate law enforcement agency having jurisdiction over the college where the incident occurred.

Also see BP 3310 titled Records Retention and Destruction, BP/AP 5040 titled Student Records, Directory Information, and Privacy, and AP 5530 titled Student Rights and Grievances

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: February 25, 2008; June 18, 2008

(Replaces former Cerritos College Policies 4106 and 4108)

Academic Affairs

AP 4232 PASS/NO PASS

Reference:

Title 5, Section 55022

Courses may be offered in either or both of the following categories:

- Courses in which all students are evaluated on a “pass/no pass” basis.
- Courses in which each student may elect on registration, or within the first 30 percent of the course, to take the course on a “pass/no pass” basis.

A student electing to be evaluated on the “pass/no pass” basis will receive both course credit and unit credit upon satisfactory completion of the course. In computing a student's grade-point average, grades of “pass/no pass” are omitted.

A pass grade is granted for performance that is equivalent to the letter grade of "C" or better. A student who fails to perform satisfactorily will be assigned a "no pass" grade.

The student is held responsible for all assignments and examinations required in the course. The standards of evaluation are identical for all students in the course.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: February 25, 2008

Academic Affairs

AP 4235 CREDIT BY EXAMINATION

Reference:

Education Code Section 79500;
Title 5, Sections 55050 and 55052

Advanced Placement Exam

Cerritos College may provide students with advanced placement and credit if they score a 3, 4 or 5 on a College Board Advanced Placement Examination and the following conditions are met:

- The student must be admitted and enrolled in the College during the semester in which the advanced placement is accepted and credit is awarded.
- The student can only receive advanced placement and credit in those subject areas that have been identified and approved by faculty and division administrators.
- The student shall be responsible for submitting official documentation from the College Board verifying test scores to the Cerritos College Counseling Office and/or the Admissions and Records Office.
- The College will accept up to five (5) College Board Tests for credit provided that the student has achieved satisfactory test scores on each of the five (5) tests.

College Level Examination Program (CLEP) Examinations

Cerritos College may grant students credit for CLEP examinations under the following conditions:

- Cerritos College will grant six units of credit for each general examination on which a student scores 500 or higher.
- CLEP general examination credit may be used to satisfy General Education requirements for the Associate in Arts degree. It cannot be used to certify general education requirements for transfer. Requests for CLEP general education credit should be submitted to the Admissions and Records Office on a Petition to the Academic Records and Standards Committee.
- Credit for Subject Examinations may be granted by Cerritos College for scores of 50 or more.
- A residency of 12 units of satisfactory work must be completed at Cerritos College before CLEP credit can be granted.
- A maximum of 30 units of CLEP credit may be used for the Associate in Arts degree.
- CLEP credit may not be used to improve a previous grade earned in a course.

- No CLEP credit may be earned for any course in which the student has already received a grade.
- CLEP credit posted to another institution's transcript is reevaluated based on Cerritos College's standards.
- CLEP examinations cannot be repeated until after a six-month waiting period has elapsed.

District Administered Credit by Exam

Cerritos College may grant students course credit for district-administered examinations under the following conditions:

1. The student is currently enrolled at Cerritos College.
2. The student's overall GPA in all college units attempted at Cerritos College is 2.0 (This requirement is waived for new entering students.)
3. The course is approved for "Credit by Examination." (See Schedule of Classes for list of approved courses.)
4. The student has met prerequisite(s) for the course.
5. The student has not already received credit for a more advanced course which follows this course in sequence.
6. The student has not previously attempted credit by exam for this course.
7. The course is one for which high school or college credit has not been previously granted, unless there is a course articulation agreement between Cerritos College and an educational institution or agency.
8. The student has not already earned the maximum of 12 units through district-administered "Credit by Examination."
9. The student is currently registered in the college and in good standing.
10. The course is listed in the College Catalog.

Credits acquired by examination do not meet unit load requirements such as Selective Service deferment, Veteran's or Social Security benefits.

Credits acquired by examination shall not be counted in determining the 12 semester hours of credit in residence required for an Associate degree.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: June 18, 2008

(Replaces former Cerritos College Policy 3014)

Academic Affairs

AP 4240 ACADEMIC RENEWAL

References:

Title 5, Section 55044

Students may petition to have their academic record reviewed for academic renewal of substandard academic performance which is not reflective of their demonstrated ability under the following conditions:

- Students must have achieved a grade point average of at least 2.0 in 24 units taken after the time the course work to be removed was completed.

Up to 30 units of Cerritos College course work in which substandard grades were received may be eliminated from consideration in the Cerritos College cumulative grade point average. Substandard grades are defined as "D," "F", and "NP".

Specific courses and/or categories of courses that are exempt from academic renewal must be described; they are those for which a grade of "P", "C", or better has been recorded. Academic renewal actions are irreversible and may only occur one time. When academic renewal procedures permit previously recorded substandard coursework to be disregarded in the computation of a student's grade point average, the student's permanent academic record shall contain an accurate record of all coursework to ensure a complete academic history.

Academic renewal procedures may not conflict with the District's obligation to retain and destroy records or with the instructor's ability to determine a student's final grade.

A student must specify courses to be considered under the academic renewal policy as well as the term in which the course work was attempted. It is the student's responsibility to ensure that his/her transfer institution will approve of academic renewal from Cerritos College. A student may petition for academic renewal at the Office of Admissions and Records.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: June 18, 2008; December 10, 2008

Academic Affairs

AP 4250 PROBATION

References:

Title 5, Sections 55030-55034

After the end of a semester in which a student is placed on academic and/or progress probation, a notice that the student is on probation shall be sent to the student informing him/her that he/she is on probation. The notice of probation will cover, at a minimum, the significance of being on probation and a description of the support services available. It will also detail required actions the student must follow prior to subsequent enrollment.

Notification of Probation – Each student is entitled to be notified of his/her academic difficulty and the availability of college support services to respond to the academic difficulty before the student is dismissed. Notification will consist, at a minimum, of an explanation of his/her probation status.

Academic Probation – A student who has completed at least twelve (12) semester units as shown by the official academic record shall be placed on academic probation if the student has earned a grade point average below 2.0 in all units undertaken at Cerritos College.

Progress Probation – A student who has attempted a total of at least twelve (12) semester units as shown by the official academic record shall be placed on progress probation when the percentage of all units at Cerritos College which the student has attempted and for which entries of “W,” “I,” and “NP” are recorded reaches or exceeds 50 percent.

Probationary Notification – Notification alerting the student of probation will inform him/her of the significance of being on probation and services available.

Academic Dismissal and Progress Dismissal – Procedures for dismissal are addressed in AP 4255 titled Dismissal and Reinstatement.

Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Student Services

Date Approved: August 20, 2007

Dates Revised: February 25, 2008; September 24, 2012

Academic Affairs

AP 4255 DISMISSAL AND READMISSION

References:

Title 5, Sections 55033 and 55034

After the end of the third semester in which the student is on academic or progress probation, a notice of dismissal will be sent to the student.

Notice of Dismissal: The notice of dismissal will cover, at a minimum, an explanation of what dismissal means, the procedure to appeal the dismissal, and the procedure for readmission.

Appeal of Dismissal: The student has the right to appeal a proposed dismissal action if the student feels that facts exist that warrant an exception to the dismissal action. The student must file the written petition of appeal in the Office of Admissions and Records within 30 days after the dismissal notice was sent. If the student fails to file a written petition within the 30 days, the student waives all future rights to appeal the dismissal. It is the student's responsibility to indicate on the petition a clear statement of the grounds on which continued enrollment should be granted and to provide evidence supporting the reasons. Petitions will be reviewed by the Academic Records and Standards Committee.

The student will be continued on probation until the Academic Records and Standards Committee decides on the student's appeal.

The decision of the Academic Records and Standards Committee will be communicated to the student in writing and is final.

If the dismissal appeal is granted, the student will be continued on probation for an additional semester. At the end of the additional semester, the student's academic record will again be evaluated to determine whether the student may be removed from probation, should be dismissed, or should be continued on probation.

Standards for Evaluating Appeals: Dismissal appeals may be granted under the following circumstances:

- If the dismissal determination is based on the academic record for one semester in which the record does not reflect the student's usual level of performance due to accident, illness, or other circumstances beyond the control of the student. Verification should be submitted with the appeal.

- The student enrolls in a corrective program designed to assist him/her in improving academic skills, such as obtaining academic counseling, and/or limiting course load.
- There is evidence of significant improvement in academic achievement.

Readmission after Dismissal: In considering whether or not students may be readmitted after a dismissal and at least one semester's absence from Cerritos College, the following criteria should be considered:

- Documented extenuating circumstances (considered during appeal).
- Marked improvement between the semesters on which disqualification was based.
- Semesters on which disqualification was based were atypical of past academic performance.
- Formal or informal educational experiences since completion of semesters on which disqualification was based.
- Improved GPA as a result of grade changes, fulfillment of incomplete courses, or academic renewal.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: June 18, 2008; November 18, 2013

Academic Affairs

AP 4260 PREREQUISITES AND CO-REQUISITES

References:

Title 5, Sections 55000 et seq.

In order to foster the appropriate balance between maintaining necessary academic standards and ensuring student access and success, the Education Code requires that prerequisites, co-requisites, advisories, and limitations be established based solely on content review or content review with statistical validation.

The District may establish prerequisites, co-requisites, and other limitations on enrollment through action of the Senate Committee on Curriculum. Once established, prerequisites may only be waived as a result of a formal challenge procedure and for specified reasons.

Validation

When establishing prerequisites, the District, through the Curriculum Committee, shall ensure that such prerequisites are necessary and valid, so that a student who has not met the prerequisite is highly unlikely to receive a satisfactory grade in the course, or at least one course within the program, for which the prerequisite is being established.

At a minimum, establishment of prerequisites shall be based on content review of the appropriate courses. The District may choose to use content review with statistical validation or content review as defined in Title 5 of the Code of California Regulations Section 55000(c) to define prerequisites and co-requisites in reading, written expression, or mathematics for courses that are degree applicable and are not in a sequence, and the District will adopt a plan consistent with Title 5 of the Code of California Regulations Section 55003(c).

Challenges

Students may challenge prerequisites on the following grounds:

- The prerequisite or co-requisite has not been established in accordance with the District's process for establishing prerequisites and co-requisites.
- The prerequisite or co-requisite is in violation of a provision of Title 5 regulations.
- The prerequisite or co-requisite is either unlawfully discriminatory or is being applied in an unlawfully discriminatory manner.
- The student has the knowledge or ability to succeed in the course or program despite not meeting the prerequisite or co-requisite.
- The student will be subject to undue delay in attaining the goal of his or her educational plan because the prerequisite or co-requisite course has not been made reasonably available.

Limitations on Enrollment

The types of limitation on enrollment specified below may only be established through the curriculum review process. The following requirements must also be met in order to establish these particular limitations on enrollment:

- **Performance Courses:** The District may establish audition or tryout as a limitation on enrollment for courses that include public performance or intercollegiate competition such as, but not limited to, band, orchestra, theater, competitive speech, chorus, journalism, dance, and intercollegiate athletics provided that:
 - o For any certificate or associate degree requirement which can be met by taking this course, there is another course or courses which satisfy the same requirement.
 - o The District includes in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which meet the same requirement.

Limitations on enrollment established for performance courses shall be reviewed at least every six years to determine whether the audition or tryout process is having a disproportionate impact on any historically underrepresented group and, if so, a plan shall be adopted to seek to remedy the disproportionate impact. If disproportionate impact has been found, the limitation on enrollment may not be printed in subsequent catalogs or schedules nor enforced in any subsequent term until such a plan has been put into effect.

- **Honors Courses:** A limitation on enrollment for an honors course or an honors section of a course may be established if, in addition to the review by the faculty in the discipline or department and by the Curriculum Committee, there is another section or another course or courses in the District which satisfy the same requirements. If the limitation is for an honors course and not only for an honors section, the District must also include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which meet the same associate degree or certificate requirement.
- **Blocks of Courses or Sections:** Blocks of courses or blocks of sections of courses are two or more courses or sections for which enrollment is limited in order to create a cohort of students. Such a limitation on enrollment may be established if, in addition to review by the faculty in the discipline or department and by the Curriculum Committee, there is another section or another course or courses that satisfy the same requirement. If the cohort is created through limitations on enrollment in the courses rather than limitations on specific sections of courses, then the District must include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which satisfy the same associate degree or certificate requirement.

75 **Review**

76 To ensure that they remain necessary and appropriate, all prerequisites and co-requisites
77 shall be reviewed at least once every six years, with the exception of prerequisites and
78 co-requisites for vocational courses or programs which shall be reviewed every two years.

79 **Dissemination of Information**

80 Information on prerequisites and co-requisites shall be included in the college catalog and
81 schedule of classes. Information on the challenge process shall also be included in the
82 college catalog and schedule of classes.

83 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: February 25, 2008; September 24, 2012; January 28, 2013

Academic Affairs

AP 4300 FIELD TRIPS AND EXCURSIONS

Reference:

Government Code Section 11139.8;
Title 5, Section 55220

Field Trips/Excursions – Definition

Field trips or excursions are those trips conducted in connection with courses of instruction or instructionally-related social, educational, cultural, athletic or musical activities to and from places in California, or any other state, the District of Columbia, or a foreign country, for students. All persons making a field trip shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion.

Wherever in this procedure the term “Field Trips” appears, it will also apply to excursions.

Types of Field Trips

1. A **Mandatory Field Trip** requires student participation for successful course completion and has a direct relationship to the instructional program.

2. A **Voluntary Field Trip** encourages student participation but is not required. The activity will provide a significant contribution to the goals and objectives of the class, program or organization. There are two (2) major categories of voluntary field trips/excursions:

A. Sponsored/Supported by District:

- related to a course of instruction;
- travel involves a student club/organization, whether or not linked to a course of instruction or Cerritos College program; or
- a community service/non-credit/recreational class field trip.

B. Not Sponsored/Supported by District:

- a casual trip planned by a group of students or an instructor at times when classes are not in session or unrelated to a course of instruction or Cerritos College program;
- a trip that does not use District or student club/organization funds; or
- a trip that is not advertised as a District or student club/organization activity.

Students/faculty traveling under this category shall assume responsibility for any risks associated with travel. Contracts associated with this type of travel shall not use the Cerritos Community College District as the responsible party.

3. A **Local Field Trip** is conducted within the Los Angeles and Orange Counties.

4. An **Extended Field Trip** is conducted outside the two (2) counties listed above.

Faculty and Staff Participation in Field Trips

Participation of a faculty or staff member in a field trip may be voluntary or part of an individual's professional responsibilities. In either case, each individual participating in a field trip will familiarize themselves with this procedure and Board Policy 4300 titled Field Trips and Excursions.

If participation in a field trip is part of an individual's professional responsibility, the District shall reimburse the individual in accordance with Board Policy and Administrative Procedure 6900 titled Travel. If participation is voluntary, reimbursement will be at the discretion of the President/Superintendent or designee.

All instructors, administrators, directors, club advisors or other designated individuals who plan field trips will complete the following tasks/checklist prior to the date(s) of travel. All forms are available online at <http://cms.cerritos.edu/secure/webs/forms>.

1. Local Mandatory or District Sponsored Field Trip

- "Field Trip Request" form
- "Conference and Travel Request/Expense Claim Form," if faculty or staff are seeking reimbursement
- "Facilities Department Transportation Request," if District is providing transportation

2. In-State Extended Mandatory or District Sponsored Field Trip

- "Field Trip Request" form
- "Conference and Travel Request/Expense Claim Form," if faculty or staff are seeking reimbursement
- "Facilities Department Transportation Request," if District is providing transportation
- "Medical Consent" form

3. Out-of-State Extended Mandatory or District Sponsored Field Trip

- "Field Trip Request" form
- "Conference and Travel Request/Expense Claim Form," if faculty or staff are seeking reimbursement
- "Facilities Department Transportation Request," if District is providing transportation
- "Medical Consent" form
- "Field Trip and Excursion Indemnification Agreement"

4. Student Activities Field Trip

- In addition to the above requirements, the "Attendance Agreement" will be completed.

5. Additional Instructor Forms

- In addition to the above requirements, instructors may require supplementary forms that are relevant to their field trip.

The “Field Trip Request” form will be completed at least six (6) weeks prior to the field trip, unless extenuating circumstances exist. The request will include the number of students to be traveling and signature approval from the appropriate administrator(s).

The travel request will be completed at least six (6) weeks prior to the date of travel, unless extenuating circumstances exist, with the signature of the appropriate administrator(s). If the travel is out of the country (including Baja, California) or out-of-state, approval from the President/Superintendent will be required.

Gathering information for transportation, including funding source and cost, will be determined by the instructor, administrator, director, club advisor or other individual submitting the field trip request. This is subject to approval from the appropriate dean, director, vice president or designee, who will forward the request to the Office of Business Services for information.

If any contracts are required, they will be reviewed by the Office of Business Services at least two (2) weeks prior to an approved activity. Requisitions will be submitted to the Purchasing Department by the instructor, administrator, director, club advisor or other individual making the field trip request so that travel arrangements may be made. Individuals will not place any expenses on personal credit cards or remit personal checks without prior approval from the Purchasing or Fiscal Services departments.

For an Extended Field Trip, “Medical Consent” forms shall be signed by each party traveling (or legal guardian in the case of a minor) including parents, chaperones, etc. For out-of-state travel, the “Field Trip and Excursion Indemnification Agreement” shall be signed. These forms will be filed in the Office of the Vice President of Student Services or Vice President of Academic Affairs, depending on the nature of the trip. The instructor or supervisor shall possess copies of these forms during the field trip. Both forms are available online at <http://cms.cerritos.edu/secure/webs/forms>.

Each party traveling shall be informed that if they require reasonable accommodation for a disability, they must inform the person making the arrangements so that the accommodation can be made. The instructor, administrator, director, club advisor or other individual will contact the Disabled Student Programs and Services for any information regarding reasonable accommodations.

For Student Activity Field Trips, the “Attendance Agreement” shall be signed prior to departure. Field trips funded with ASCC funds will require approval by the Office of Student Activities prior to making arrangements. Participants will be students in good standing and have a valid ASCC membership card. Faculty and/or staff advisors shall accompany the students to, during, and from the event.

Student Participation in Field Trips

Each student participating in a field trip shall inform the appropriate individual responsible

for the field trip if they require reasonable accommodation for a disability. The instructor, administrator, director, club advisor, or other individual will contact the Office of Disabled Student Programs & Services for any necessary assistance or information for the accommodation.

For Extended Field Trips, students shall also complete and sign a "Medical Consent" form. For out-of state travel, students shall also complete and sign a "Field Trip and Excursion Indemnification Agreement" form.

Field Trip Costs

For all field trips, the cost per student will be determined in advance. For Mandatory Field Trips, the costs shall be listed in the class registration materials if the District is unable to provide funding due to regulations or lack of available resources. Care will be taken in determining costs and ensuring that students who wish to participate have the opportunity to do so. Deficit funding shall not be permitted.

The District shall not pay expenses of students participating in a field trip to any other state, the District of Columbia, or a foreign country with District operating funds. However, pursuant to Title 5, Section 55220, the District may pay for expenses of students participating in a field trip with auxiliary, grant, or categorical program funds if the funds are used consistently with the funding source. The District may also pay expenses of instructors, chaperones, and other personnel participating in a field trip with District funds.

No student shall be prevented from participating in a field trip integral to the completion of a course due to a lack of sufficient funds. The Board of Trustees, or designee, shall coordinate efforts of community service groups to provide funds for these students.

There are three (3) methods of payment for field trips:

1. Payment at time of registration.

2. Payment to the College Cashier.

- The instructor or college Dean/Director provides the College cashier with:
 - i. course name and code number;
 - ii. name and date of trip;
 - iii. student roster;
 - iv. individual amount to be collected; and
 - v. the account number for deposit.
- Student pays cashier and is issued a receipt to be used as transportation ticket.

3. Payment directly to an outside travel agent, which has been arranged by the instructor, director, club advisor or other individual.

Transportation Guidelines

Transportation provided by the District is limited to registered students and District employees. The District shall, at the discretion of the appropriate manager, transport students, instructors, supervisors and/or other personnel by use of a District vehicle, contract to provide transportation, or an arrangement for transportation by other vehicles.

Local Field Trip (within the Los Angeles and Orange Counties): Students will travel to the field trip location in the same manner in which they travel to the regularly assigned class location, unless the appropriate manager approves of alternate transportation. Classes will be convened and dismissed at the field trip location.

Extended Field Trip (outside of the Los Angeles and Orange Counties): The instructor, administrator, director, club advisor or other individual planning the field trip will make arrangements (see below) for the use of District or commercial vehicles. A transportation fee from the students may be required and will be described in the class registration materials or through other notification. Any individual on a field trip to Baja, California must possess a passport in order to re-enter the United States.

Vehicles: A commercial or District-owned bus is normally the proper method of transportation for a large number of students (more than 20). District vans may be considered for small groups (less than 20).

Any person driving a District vehicle must be over 21 years of age. For vehicles transporting 10 or fewer passengers, a valid California Class C driver's license is sufficient. For a vehicle transporting more than 10 passengers, the driver must possess a valid California Class B driver's license, with endorsement. In either case, an insurable driving record, acceptable to the District's insurance carrier, is required. A copy of the valid driver's license must be submitted to Campus Police prior to the date of the field trip. Upon receipt, Campus Police will run a DMV check on the driving record. NOTE: When a District vehicle is used to travel to Mexico or Canada, the District shall obtain appropriate liability insurance which shall be secured from a carrier licensed to transact insurance business in the foreign country.

A private vehicle may be considered for field trip transportation. The driver must have a valid California driver's license and an insurable driving record acceptable to the District's insurance carrier. In addition, proof of insurance for the private vehicle, with liability insurance limits of \$100,000/\$300,000, is required. Proof of a valid California driver's license, DMV printout of the driving record, and proof of insurance must be submitted to Campus Police prior to the date of the field trip. Driving records may not have any moving violations for the previous three (3) years. The private vehicle's insurance shall be the primary carrier.

This Administrative Procedure does not apply to the District's Study Abroad Program.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: February 25, 2008; May 9, 2011

(Replaces former Cerritos College Policies 3009 and 5017)

Academic Affairs

AP 4400 COMMUNITY EDUCATION SERVICES

References:

Education Code, Sections 66010.4, 70902, 78300 et seq.;
Title 5, Sections 55002 and 55160(b)

The District's Community Education policy is based on the following standards against which the program is structured and the Board will measure specific requests:

1. Offerings are not-for-credit and designed to provide instruction and to contribute to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled in them.
2. Offerings are established and maintained in civic, career and technical, literacy, health, homemaking, technical, and general education, including, but not limited to, offerings in the fields of: music, drama, art, handicraft, science, literature, aquatic sports, and athletics.
3. Offerings are open for the admission of adults and of those minors who may benefit, in the judgment of the Board of Trustees.
4. Offerings are to provide educational services for all age groups, which utilize the special skills and knowledge of the college staff and other experts and are designed to meet the needs of the community groups and the college District community at large.
5. Students enrolled in community education service offerings will be charged a fee not to exceed the cost of maintaining the community education service offerings and/or program.
6. Educational courses, cultural events and recreational activities are to be developed through advice from advisory committees, staff and/or interested citizens.
7. General fund moneys are not expended to establish and maintain community service offerings.

Cerritos College through its comprehensive Community Education Program shall endeavor to:

30 1) Become a center of community life by encouraging the use of college facilities and
31 services by community groups when such use does not interfere with the college's
32 regularly scheduled instructional and student programs.

33 2) Provide educational services for all age groups, which utilize the special skills and
34 knowledge of the college staff and other experts and are designed to meet the
35 needs of community groups and the college District community at large.
36 (Required Education Code Sections 66010.4, 70902)

37 3) Contribute to and promote the cultural, intellectual, and social life of the college
38 District community and the development of skills for the profitable use of leisure
39 time. (Discretionary Education Code Section 78300)

40 Educational courses, cultural events, and recreational activities are to be developed
41 through advice from staff, previous or current students, and interested citizens.
42 Courses being removed from college credit offerings can be forwarded by the
43 Curriculum Committee as to the feasibility of their becoming Community Education
44 courses.

45 It shall be the responsibility of the manager of Community and Continuing Education to
46 maintain a current Manual on Policies and Procedures for the Community Education
47 Program.

48 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Dates Revised: February 25, 2008; December 10, 2018

(Replaces former Cerritos College Policies 6000.2-6000.3, 6001, 6002, 6003)

Academic Affairs

AP 4500 STUDENT MEDIA

References:

No references

Philosophy

Student print, broadcast, and Internet media are any news/feature publications/productions issued under the name of the college, funded by the District, and produced by students as an integral part of instruction in an instructional program. It may include, but is not limited to, student newspaper reporting, broadcast programs and, webcast programs. The term "editorial" refers to all content other than advertising.

Student print, broadcast, and Internet media shall provide vehicles to train students for careers in mass communication. Student media shall also serve the entire college community by reporting the news, including college events and activities, providing a forum for comment and criticism, and encouraging free expression as guaranteed in the First Amendment to the Constitution of the United States of America.

Student print, broadcast, and Internet media are valuable aids in establishing and maintaining an atmosphere of free and responsible discussion. Student media shall exercise editorial freedom in order to maintain their integrity as vehicles for free inquiry and free expression in the college community. At the same time, the editorial freedom of student media shall entail corollary responsibilities to uphold professional ethics and use professional practices.

Student newspapers or other media are published/produced as a learning experience, offered under an instructional program. The editorial and advertising materials published in each medium, including any opinions expressed, are the responsibility of the student staff. An editorial board shall be formed for the media involved. Under appropriate state and federal court decisions, these materials are free from prior restraint by virtue of the First Amendment to the United States Constitution.

Cerritos College shall establish the following complaint procedures to provide an avenue for complaints about the content in student media.

Definition of a Complaint: A complaint is a statement that alleges facts which, if true, would demonstrate a violation of the complainant's right to free inquiry, free speech, or fair treatment; contains allegations that appear to be substantially credible; and is not frivolous.

Complaint Proceedings: Individuals may submit a written complaint to the Editor-in-

Chief or Producer of the student medium. Each complaint should be responded to in writing and in a timely manner, no later than four weeks after receiving the complaint. Individuals not satisfied with the medium's response may submit a copy of the original complaint to the appropriate Dean. A meeting will be called by the Dean, with the complainant, the student Editor-in-Chief or Producer or the Faculty Advisor in the instructional program in attendance. The Dean will conduct the meeting and the group will attempt to reach a resolution.

Grievances: A student may file a grievance following provisions of BP 5530 and AP 5530, provided that the procedures followed and/or resolutions sought do not violate the First Amendment to the Constitution of the United States of America or other applicable laws and regulations.

Letters to the Editor: All letters must be accompanied by the author's name and must contain the author's address, telephone number, and/or e-mail address. The author should be contacted to confirm he/she wrote the letter. Letters or portions of letters that are obscene or libelous will not be published.

Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Academic Affairs

AP 4610 INSTRUCTIONAL SERVICE AGREEMENTS

References:

Education Code, Section 78015 and 84752;
Title 5, Sections 51006, 53410, 55002, 55003, 55005, 55300-55302, 55600 et
seq., 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), and 58100-
58110

The District may delegate responsibility for instruction to other agencies through a written agreement or contract. In such cases, the District shall ensure that all relevant Board policies and procedures and all relevant regulations and laws are followed in the delivery of instruction.

The agreement/contract shall contain terms and conditions relating to cancellation and termination of the arrangement.

Instruction claimed for apportionment under the agreement/contract, shall be under the immediate supervision and control of an employee of the Cerritos Community College District who has met the minimum qualifications for instruction.

Where the instructor is not a paid employee, the Cerritos Community College District shall have a written agreement or contract with each instructor conducting instruction. The contract shall also state that the Cerritos Community College District has the primary right to control and direct the instructional activities of the instructor.

The Cerritos Community College District shall list the minimum qualifications for instructors teaching these courses and ensure that the qualifications are consistent with requirements in similar Cerritos Community College District courses.

Each course offered under this arrangement must be held at facilities which are clearly identified as being open to the general public. Enrollment in the course must be open to any person who has been admitted to the Cerritos Community College District and has met any applicable prerequisites.

Course outlines of record for advanced public safety courses will not list as a prerequisite public safety employment or possession of a basic course diploma. Appropriate health and safety prerequisites or enrollment limitations can include the requirement to pass a California Department of Justice Live Scan, or other additional requirements that comply with the law.

Course outlines of record for advanced public safety courses should include a sufficiently detailed list of prerequisites that are directly related to the content of the advanced course so that all prospective students can be assessed for enrollment eligibility. Prerequisites may not be established or construed to prevent academically qualified persons not employed in public safety agencies from enrolling in and attending courses.

A student may request an evaluation of his/her previous experience and coursework to determine if it is equivalent to the listed requirements. A student found not to meet the prerequisite requirements may challenge the prerequisites through the district's prerequisite challenge process. The [district] must maintain documentation that demonstrates its processes for assessing student eligibility for enrollment were followed.

College publications shall inform students regarding the method by which they may seek an evaluation for equivalent enrollment eligibility for advanced public safety courses. College publications, including the course outline and syllabi, shall include a notification that approval of equivalent enrollment eligibility is not a guarantee that state regulatory or licensing agencies will also grant equivalency for licensure or employment purposes.

Degree and certificate programs offered under this arrangement must have been approved by the California Community College's System Office and courses that make up the programs must be part of the approved programs or have received local District approval as stand-alone courses.

All courses of instruction shall be specified in the agreement, shall meet Title 5 course standards, and shall have been approved by the Board of Trustees.

Procedures used by the Cerritos Community College District to ensure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course shall be applied to courses and faculty covered under the agreement. Students shall be held to a comparable level of rigor.

Records of student attendance and achievement shall be maintained by the Cerritos Community College District. Records will be open for review at all times by officials of the Cerritos Community College District and submitted on a schedule developed by the Cerritos Community College District.

Both contractor and the Cerritos Community College District shall insure that ancillary and support services are provided for the students.

In order to claim state apportionment funds, the Cerritos Community College District must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

The Cerritos Community College District is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.

68 The Cerritos Community College District shall comply with the requirements of Title 5,
69 Sections 55300-55302 concerning approval by adjoining high school or community
70 college districts and use of non-district facilities, if classes are to be located outside the
71 boundaries of the Cerritos Community College District.

72 Office of Primary Responsibility: Vice President, Academic Affairs

Date Approved: August 20, 2007

Date Revised: June 18, 2008

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No.

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Advisory Committee Membership

ACTION

It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

Advisory Committees are composed of less than a quorum of members of the Board of Trustees, are advisory and do not have authority that may lawfully be exercised by the Board itself and are not required to comply with the Brown Act. Findings or recommendations shall be reported to the Board of Trustees for consideration.

Board Agenda Items that have been reviewed by the Board Advisory Committees will be placed in the Consent Calendar for consideration but may be discussed separately at the request of a Board Member.

Bond Construction Advisory Committee

Proposed Board Advisory Committee Members: James Cody Birkey, Shin Liu, Martha Camacho-Rodriguez
Proposed Meeting Time: To Be Determined

- To review upcoming Board agenda items related to bond construction program;
- Consult with District and Tilden Coil staff for clarification of Board agenda items;
- To provide the opportunity for discussion and the development of informed recommendations in preparation for full board review of bond construction agenda items.
- Make recommendations to the Board regarding proposed bond construction agenda items.

Board Policy Review Advisory Committee

Proposed Board Advisory Committee Members: Sandra Salazar, Zurich Lewis, Martha Camacho-Rodriguez
Proposed Meeting Time: To Be Determined

- To review proposed Board Policies;
- To review current Board Policies for currency and relevance;
- Make recommendations to the Board regarding proposed Board Policies.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 16, 2019**

Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Nominee for CCCT Board Election

ACTION

It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The CCCT board serves a major role within the Community College League of California. Meeting five times a year, mainly in Sacramento, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations are accepted through February 15. Nominations are to be made by member district board of trustees and each district may nominate only members of its board. The election of members of the CCCT board will take place between March 10 and April 25. CCCT board members are elected by the institutional member governing boards for three-year terms.

This year, seven persons will be elected to the board. Of those seven seats there are five incumbents eligible to run for re-election. The newly elected members of the board will assume their responsibilities at the conclusion of the annual CCLC Trustees Conference.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.