

CERRITOS COLLEGE

BOARD BOOK

MAY 3, 2017

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, May 3, 2017 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Carmen Avalos, Board Vice President
Trustee Area 2

Dr. Shin Liu, Board Clerk
Trustee Area 5

Dr. Jose Fierro
President/Superintendent

Martha Camacho-Rodriguez, Member
Trustee Area 1

Marisa Perez, Member
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Karen F. Patron D.
Student Trustee

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: Martha Camacho-Rodriguez**

3. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

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

OPEN SESSION AGENDA

4. **Institutional Presentation: Recognition of Retirees**

The Board of Trustees will recognize retirees for their years of dedicated service to Cerritos College.

5. **Information Item: Board Advisory Committee Activities Report**

   The Board of Trustees will receive a summary of Board advisory committee activities from the following:

   a. Bond Construction Advisory Committee

CONSENT CALENDAR ITEMS

Agenda Items 6-44 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.

6. **Student and Employee International Travel--Taiwan (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve international travel to Taiwan for Cerritos College students and an advisor, Amna Jara, Student Activities Coordinator, to Taiwan to participate in a program of (a) study in courses in the discipline of education, (b) internships in student teaching at the primary and/or secondary level, and (c) cultural awareness development opportunities. In addition, two Cerritos College representatives, Dr. Jose Fierro, President/Superintendent and Dr. Shin Liu, Trustee, will travel to Taiwan to execute a memoranda of understanding and/or other agreements to establish multi-year programs identical or similar in nature to the student course of study, internship, and cultural awareness development program. Funding in the amount of $13,800.00 has been authorized by ASCC for up to 10 Cerritos College students and one advisor. In addition, funding in the amount of $2,400 has been allocated from the General Fund for two round-trip flights and incidentals for Dr. Fierro and Dr. Liu.

7. **Ratification of Conference Request for Travel Outside the United States - Kyoto, Japan for Dr. Jianli Hu (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve a conference request for Dr. Hu, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to Kyoto, Japan from April 27, 2017 to April 28, 2017 as she was invited by Jinhau Municipal Trade office in Zhejiang, China to share research results on international business and marketing related to the city's world-famous small commodity market. No fiscal impact.

8. **New Courses and Programs, and Modifications to Existing Courses and Programs (Office of Academic Affairs)**

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

9. **Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Spring 2017 (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve payment of a stipend in the total amount of $1,800 to a nursing faculty member for work which will be performed January 1, 2017 through June 30, 2017, as stipulated in – and funded by – the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for this expenditure. No general funds will be used. The stipend will be paid as work is completed. The Remediation workshop is for students who did not pass the Testing of Essential Academic Skills (TEAS) pre-admission assessment test.

10. **BSI-Funded Stipends for AIME Basic Skills Initiative for Spring 2017 (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve stipends totaling $15,050 for faculty who are participating in the Accelerated Instruction in Math and English (AIME) program providing math and English pathways, integrated student support, and reintegration of services that allow students to complete their developmental education sequence and college-level math and/or English in a timely manner. General funds will not be used for these stipends. Basic Skills Initiative funds will be utilized.

11. **Stipends for Center for Teaching Excellence Summer Institute Taking Place Summer Semester 2017 (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve stipends for Center for Teaching Excellence Summer Institute taking place summer semester 2017. Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed $15,500.

12. **Report of the Technical & Occupational Program (TOP) Committee on Career Technical Education (CTE) Programs (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve the attached annual report of the Technical and Occupational Program (TOP) Committee.

13. **Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 3 [Owner Added Scope] in the amount of $13,362 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 3 will be $13,362, increasing the contract amount to $512,987. Funding will be allocated from the GO Bond.

14. **Ratification of Change Order No. 11 [Errors], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 11 [Errors] in the amount of $22,662 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 11 will be $22,662, increasing the contract amount to $3,763,891. Funding will be allocated from the GO Bond.

15. **Ratification of Change Order No. 5 [Unforeseen Conditions, Agency Driven Changes], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 5 [Unforeseen Changes, Agency Driven Changes] in the amount of $39,967 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 5 will be $39,967, increasing the total contract amount to $2,070,079. Funding will be allocated from the GO Bond.

16. **Ratification of Change Order No. 6 [Owner Added Scope, Agency Driven Changes], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 6 [Owner Added Scope, Agency Driven Changes] in the amount of $23,466 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 6 will be $23,466, increasing the total contract amount to $2,070,079. Funding will be allocated from the GO Bond.

17. **Ratification of Change Order No. 3 [Unforeseen Conditions, Agency Driven Changes, Owner Added Scope, Errors], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions, Agency Driven Changes, Owner Added Scope, Errors] in the amount of $155,808 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 3 will be $155,808, increasing the contract amount to $5,883,484. Funding will be allocated from the GO Bond.

18. **Ratification of Change Order No. 4 [Agency Driven Changes, Errors, Owner Added Scope], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 4 [Agency Driven Changes, Errors, Owner Added Scope] in the amount of $34,861 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 4 will be $34,861, increasing the contract amount to $5,918,345. Funding will be allocated from the GO Bond.

19. **Resolution No. 17-0503B To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 17-0503B, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2017-2018 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below. Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

20. **Purchase Materials Through Other Public Agency Contracts (Office of Business Services)**

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, as-needed, which is in Cerritos College's best interests, for fiscal year 2017-2018. There is no financial impact.

21. **Purchase Orders for the Month of March 2017 (Office of Business Services)**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of March 2017. Funding sources vary and are dependent upon the goods/services purchased.

22. **Contracts Under $25,000 for the Month of March 2017 (Office of Business Services)**

It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of March 2017. Funding sources vary and are dependent upon the goods/services purchased.

23. **Agreement with ABC Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium (Office of Business Services)**

It is recommended that the Board of Trustees approve the agreement with ABC Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office. The total contract sum shall be for the not-to-exceed amount of $62,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

24. **Agreement with Downey Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium (Office of Business Services)**

It is recommended that the Board of Trustees approve the agreement with Downey Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office. The total contract sum shall be for the not-to-exceed amount of $50,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

25. **Agreement with Norwalk-La Mirada Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium (Office of Business Services)**

It is recommended that the Board of Trustees approve the agreement with Norwalk-La Mirada Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office. The total contract sum shall be for the not-to-exceed amount of $38,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

26. **Ratification of the Amendment to the Agreement with the Los Angeles Universal Preschool (LAUP) for the CSPP Quality Improvement Block Grant (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to the agreement with the Los Angeles Universal Preschool ("LAUP") for the CSPP Quality Improvement Block Grant. Cerritos College will continue to receive funding in the amount of $38,000; funding is made possible through the California Department of Education through the CSPP QRIS Block Grant which was received by the Los Angeles County of Education ("LACOE"). LACOE is the administrative agent for the funding in collaboration with the Los Angeles County Office of Child Care and LAUP. No District general funds will be used.

27. **Ratification of Amendment to the Agreement with Phytorion, Inc. for Services to Implement the Student Data Warehouse – Phase 2 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to the agreement with Phytorion, Inc. for services to implement the Student Data Warehouse – Phase 2. The total sum shall remain for the not-to-exceed amount of $150,000. Funding for services to implement the Student Data Warehouse – Phase 2 is allocated from Vintage funds.

28. **Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 1 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 1. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

29. **Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 2. (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 2. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

30. **Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 7. (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 7. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

31. **Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 6. (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the purpose of providing food services for the District for Vendor Location No. 6. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

32. **Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 8 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the purpose of providing food services for the District for Vendor Location No. 8. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

33. **Amend Food Services Agreement with Zebra Café for the District's Campus Food Services for Vendor Location No. 5 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Zebra Café for the purpose of providing food services for the District for Vendor Location No. 5. There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

34. **Resolution #17-0503C Approving a Debt Issuance and Management Policy in Accordance with Senate Bill No. 1029 (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution #17-0503C approving a debt issuance and management policy in accordance with Senate Bill 1029.

35. **Resolution #17-0503D to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30 (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution #17-0503D authorizing the use of an estimated $14,056,409 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 $14,056,409 for Cerritos College and funds will be utilized for faculty salaries and benefits.

36. **Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2017 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2017. The items are budgeted in the General Fund.

37. **Quarterly Fiscal Status Report for the Quarter Ending December 31, 2016 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending December 31, 2016. This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

38. **Make Budget Transfers and Budget Adjustments (Office of Business Services)**

    It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget adjustments will increase the Unrestricted General Fund ending balance and decrease the Restricted General Fund, Public Art Endowment Fund and Retiree Health Benefit Fund ending balances.

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

    It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel. No additional fiscal impact. This is budgeted in the General Fund.

40. **Employment of 2017 Summer Session Faculty Personnel (Office of Human Resources)**

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

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

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

42. **Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent (Office of Human Resources)**

    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.

43. **Work Calendar for the 2017-2018 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the attached 2017-2018 Work Calendar for classified bargaining unit, management, and confidential employees. No additional financial impact. This is budgeted in the General Fund.

44. **Resolution 17-0503A, Adoption of the Cerritos College District Equal Employment Opportunity Plan, as Reviewed and Revised by the District's Diversity and Equal Employment Opportunity Advisory Committee, and in Compliance with the California Education Code and Title 5 Requirement. The Board of Trustees' Resolution Reaffirms the District's Commitment to Non-Discrimination and Dedication to Fostering a Diverse and Inclusive Workplace. (Office of Human Resources)**

    It is recommended that the Board of Trustees approve Resolution 17-0503A, and adopt the District's Equal Employment Opportunity (EEO) Plan ("Plan"). The Board resolution reaffirms the District's commitment to ensuring all qualified applicants for employment and all employees have full and equal access to employment opportunities and are not subjected to discrimination. No fiscal effect.

INFORMATION ITEMS

Agenda Item 45 is presented as an Information Item.

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

    The Board of Trustees will review the March 27, 2017 and April 10, 2017 College Coordinating Committee Minutes.

ADMINISTRATIVE MATTERS

Agenda Items 46-48 are presented as Administrative Matter Items. Each item will be considered for individual action by the Board of Trustees.

46. **Consideration of Approval of Sabbatical Leave Reports for 2014-2015 Academic Year (Office of Academic Affairs)**

    It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2014-2015 Academic Year. No fiscal impact.

47. **Consideration of Approval of Sabbatical Leave Reports for 2015-2016 Academic Year (Office of Academic Affairs)**

    It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2015-2016 Academic Year. No fiscal impact.

48. **Consideration of Adoption of Resolution No. 17-0503E in Support of Assembly Bill 705 to Increase Student Success through the Utilization of Multiple Measures (Office of the President)**

    It is recommended that the Board of Trustees adopt Resolution No. 17-0503E in Support of Assembly Bill 705 to Increase Student Success through the Utilization of Multiple Measures. No fiscal impact.

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 ONE HOUR

49. **Public Employee Employment (GC #54957)**
    A. Consideration of Employment of Vice President of Academic Affairs/Assistant Superintendent

50. **Conference with Real Property Negotiator (GC §54956.8)**
    Property: Approximate 5.2 acres situated in southwest portion of the Cerritos College campus
    Negotiating Parties: Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent
    Under Negotiation: Lease Terms

51. **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)

52. **Reconvene to Open Session**

53. **Adjournment**

The Next Regular Meeting (Study Session) of the Board of Trustees is set for Wednesday, May 17, 2017 at 7:00 p.m.

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 27, 2017 at 10:00 a.m., as required by law.

_____

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Stephen Johnson
Vice President, Student Services

PREPARED BY:

Dr. Stephen Johnson
Vice President, Student Services

SUBJECT: Consideration of Approval of Student and Employee International Travel--Taiwan

ACTION

It is recommended that the Board of Trustees approve international travel to Taiwan for Cerritos College students and an advisor, Amna Jara, Student Activities Coordinator, to Taiwan to participate in a program of (a) study in courses in the discipline of education, (b) internships in student teaching at the primary and/or secondary level, and (c) cultural awareness development opportunities. In addition, two Cerritos College representatives, Dr. Jose Fierro, President/Superintendent and Dr. Shin Liu, Trustee, will travel to Taiwan to execute a memoranda of understanding and/or other agreements to establish multi-year programs identical or similar in nature to the student course of study, internship, and cultural awareness development program. The MOU will enable other Cerritos College students to take advantage of this opportunity through the next five years.

FISCAL IMPACT

Funding in the amount of $13,800.00 has been authorized by ASCC for up to 10 Cerritos College students and one advisor. In addition, funding in the amount of $2,400 has been allocated from the General Fund for two round-trip flights and incidentals for Dr. Fierro and Dr. Liu.

The government of Taiwan, Southern Taiwan University of Science and Technology, and/or their affiliated host/hospitality organizations in Taiwan will provide ground transportation, lodging, and meals in Taiwan. Incidentals en route and in Taiwan, except baggage fees, as well as ground transportation in Los Angeles are the responsibility of each individual participant, unless otherwise provided by the host institutions or affiliated organizations. All costs of additional advisors; except airport transportation, lodging, and meals provided by the host institutions or affiliated organizations; are at the personal expense of such participating advisors.

REPORT SUMMARY

Participating students will take part in in a program of (a) study in courses in the discipline of education, (b) internships in student teaching at the primary and/or secondary level, and (c) cultural awareness development opportunities current and traditional to Taiwan between the dates of June 27 and July 27, 2017. Consistent with typical college-level study abroad programs, participating students and employees may avail themselves of extended travel time and destinations beyond those stated here entirely at their own expense, risk, and responsibility. Participating faculty, staff, and/or manager/administrator advisors will be carrying out the advisor role for the 10 students and, in certain cases, executing memoranda of understanding and/or other agreements to establish multi-year programs identical or similar in nature to the student course of study, internship, and cultural awareness development program.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President of Academic Affairs

SUBJECT: Consideration of Ratification of Conference Request for Travel Outside the United States - Kyoto, Japan for Dr. Jianli Hu

ACTION

It is recommended that the Board of Trustees approve a conference request for Dr. Hu, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to Kyoto, Japan from April 27, 2017 to April 28, 2017 as she was invited by Jinhau Municipal Trade office in Zhejiang, China to share research results on international business and marketing related to the city's world-famous small commodity market.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

With the latest economic market development in China, the Small Commodities Market in Yiwu and the Chinese Hardware Market in Yongkang, both located in the City of Jinhua, have become a large-scale, well-equipped procurement center for multinational corporations including Walmart and Carrefour. In this research, we use the Porter's Diamond model, an analysis tool of why a nation has the strong competitive advantages, to investigate the development pattern of the markets and identify the essential factors to expand the pattern to strengthen the regional economy.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 8

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting 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
Passport Block Construction Worksheets

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of May 3, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	AED 42.20 – Literacy Skills for General Education Development (GED) Success Units: 0.0 Class Hours: 4.0 Lecture/0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: AED 42.12 GED Preparation-A or AED 42.13 GED Preparation-B	This course is designed to meet the needs of the basic skills student when preparing for the General Education Development (GED) exam. Noncredit basic skills students are unfamiliar with the General Education Development (GED) exam process, and content which would limit their success in earning a High School Equivalency certificate. This AED course will review assessment testing strategies and material covered in the General Education Development (GED) exam. It will focus on providing additional support in the area of literacy. The course will familiarize students with the testing process, areas covered, and provide online resources and practice General Education Development (GED) testing.	April 13, 2017
New	Adult Education	AED 42.21 – Spanish Literacy Skills for General Education Development (GED) Success Units: 0.0 Class Hours: 4.0 Lecture/0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: AED 42.10 Spanish GED Test Prep-A or AED 42.11 Spanish GED Test Prep-B	This course is designed to meet the needs of the basic skills student when preparing for the General Education Development (GED) exam. Noncredit basic skills students are unfamiliar with the General Education Development (GED) exam process, and content which would limit their success in earning a High School Equivalency certificate. This AED course will review assessment testing strategies and material covered in the General Education Development (GED) exam. It will focus on providing additional support in the area of literacy. The course will familiarize students with the testing process, areas covered, and provide online resources and practice General Education Development (GED) testing.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	AED 42.22 – Supplemental General Education Development (GED) Math Units: 0.0 Class Hours: 4.0 Lecture/0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: AED 42.12 GED Preparation-A or AED 42.13 GED Preparation-B	This course is designed to meet the needs of the basic skills student when preparing for the General Education Development (GED) exam. Noncredit basic skills students are unfamiliar with the General Education Development (GED) exam process, and content which would limit their success in earning a High School Equivalency certificate. This AED course will review assessment testing strategies and material covered in the General Education Development (GED) exam. It will focus on providing additional support in the area of literacy. The course will familiarize students with the testing process, areas covered, and provide online resources and practice General Education Development (GED) testing.	April 13, 2017
New	Adult Education	AED 42.23 – Spanish Supplemental General Education Development (GED) Math Units: 0.0 Class Hours: 4.0 Lecture/0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: AED 42.10 Spanish GED Test Prep-A or AED 42.11 Spanish GED Test Prep-B	This course is designed to meet the needs of the basic skills student when preparing for the General Education Development (GED) exam. Noncredit basic skills students are unfamiliar with the General Education Development (GED) exam process, and content which would limit their success in earning a High School Equivalency certificate. This AED course will review assessment testing strategies and material covered in the General Education Development (GED) exam. It will focus on providing additional support in the area of literacy. The course will familiarize students with the testing process, areas covered, and provide online resources and practice General Education Development (GED) testing.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Apprenticeship	ELAP 80.01 – Introduction to Construction (Electrical) Units: 3.5 Class Hours: 3.56 Lecture/0.89 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017
New	Apprenticeship	ELAP 80.02 – The Basics of Electricity Units: 3.0 Class Hours: 3.4 Lecture/1.0 Laboratory Prerequisite: Student is a registered State indentured apprentice. Corequisite: None Recommendation: ELAP 80.01 – Introduction to Construction (Electrical)	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Apprenticeship	ELAP 80.03 – The Electrical Industry I Units: 3.0 Class Hours: 3.44 Lecture/1.0 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.02 – The Basics of Electricity	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017
New	Apprenticeship	ELAP 80.04 – The Electrical Industry II Units: 3.0 Class Hours: 3.44 Lecture/1.0 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.03 – The Electrical Industry I	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Apprenticeship	ELAP 80.05 – Electrical Calculations and Installations Units: 3.0 Class Hours: 3.44 Lecture/1.0 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.04 – The Electrical Industry II	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017
New	Apprenticeship	ELAP 80.06 – Electrical Distribution and Control Units: 3.0 Class Hours: 3.44 Lecture/1.0 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.05 – Electrical Calculations and Installations	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Apprenticeship	ELAP 80.07 – Advanced Theory and Applications I Units: 3.5 Class Hours: 3.56 Lecture/0.89 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.06 – Electrical Distribution and Control	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017
New	Apprenticeship	ELAP 80.08 – Advanced Theory and Applications II Units: 3.5 Class Hours: 3.56 Lecture/0.89 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: ELAP 80.07 – Advanced Theory and Applications I	This justification is applicable to all newly proposed Apprenticeship (APP) course revisions. The course of related and supplemental instruction that is required criteria for the Electrical Apprenticeship Program is being developed in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to design the curriculum to meet current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	April 13, 2017
New	Adult Education	Pre GED Certificate of Completion	The Pre GED Certificate of Completion will strengthen a student's basic skills to be successful in the GED Test and Preparation program. This Pre GED certificate is designed to provide additional support in basic skills, math, and reading to students who are at an elementary skill set level. The GED examination consists of social studies, science, and math. In today's workforce having a GED certificate or a high school diploma is required for many employment positions and to transition to college level programs. In addition, basic skills are necessary to maintain most sustainable jobs.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	Pre GED Spanish Certificate of Completion	The Pre GED Spanish Certificate of Completion will strengthen a student's basic skills to be successful in the GED Test and Preparation program. This Pre GED Spanish certificate is designed to provide additional support in basic skills, math, and reading to students who are at an elementary skill set level. The GED examination consists of social studies, science, and math. In today's workforce having a GED certificate or a high school diploma is required for many employment positions and to transition to college level programs. In addition, basic skills are necessary to maintain most sustainable jobs.	April 13, 2017
New	Apprenticeship	Apprenticeship: Electrical Certificate of Achievement	The Certificate of Achievement in Apprenticeship: Electrical will prepare the student to become a journeyman in the electrical trade. In today's workforce having an industry certificate and journeyman license is required for employment in these positions. In addition, these workforce skills are necessary to maintain well-paying and sustainable jobs.	April 13, 2017
Modification	Business, Humanities, and Social Sciences	RE 120 – Real Estate Finance	Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	April 13, 2017
Modification	Business, Humanities, and Social Sciences	RE 125 – Legal Aspects of Real Estate	Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	April 13, 2017
Modification	Business, Humanities, and Social Sciences	RE 151 – Fundamentals of Escrow	Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	April 13, 2017
Modification	Business, Humanities, and Social Sciences	WS 105 – Gender Studies and the Chicana/Latina Experience	Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	April 13, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	ENGL 225 – Mexican Literature in Translation	The Distance Education revision is being proposed in order to increase student access to a literature class that satisfies various transfer requirements. The flexibility of the online course would reduce potential scheduling conflicts experienced by students that may limit enrollment and thus it seems probable that enrollment numbers in the course may increase. Furthermore, making ENGL 225 a distance education course would increase departmental scheduling flexibility by reducing demand for classroom space. The prerequisite should be added to ensure consistency with other ENGL 200-level courses, all of which also have the prerequisite description stated above.	April 13, 2017
Modification	Technology	New Product Development Automotive Aftermarket Product Development Option Certificate of Achievement	Correcting unit value of NPD 108 on Certificate of Achievement	November 3, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Technology	• PMT 1 – Plastics Fundamentals • PMT 2 - Injection Molding Fundamentals • PMT 3 - Plastics Repair • PMT 4 - Plastics Fabrication • PMT 5 – Survey of Composites • PMT 50 - Survey of Hydraulics and Pneumatics • PMT 52 - Mold Repair and Maintenance • PMT 55 - Prototyping • PMT 57 – Survey of Plastics • PMT 58 – Industrial Design for Plastics • PMT 62 – Plastics Packaging • PMT 64 - Plastics Production • PMT 65 - Moldmaking • PMT 66 – Hydraulics and Pneumatics • PMT 71 - Plastics Manufacturing	The classes are getting deleted from the inventory. Most of them have not been offered in the last 6 years. Others are very similar in content to classes that are remaining in our catalog. The current inventory of 29 classes for this small department confuses most students. This deletion will remove the ambiguity for students to select the class most appropriate to their needs.	April 13, 2017

INTERSTATE PASSPORT
WORKSHEET SUMMARY OF PASSPORT BLOCK

Enter the course information for each knowledge and skill area below for the courses that make up your institution's Passport Block. This information should be included in the institution's application for participation in the Interstate Passport Network, and also provided to the institution's registrar. Expand each section as necessary to list all of the desired courses and course options with relevant instructions for each. (For example: Take one course from this list, OR take one combination of courses from these options, OR choose one course from this group and one course from this group.)

Passport Knowledge/Skill Area	Course Prefix, Number and Title	# Credits *(optional)*
Oral Communication	SPCH 100 Fundamentals of Oral Comm	3
	SPCH 120 Fundamentals of Interpersonal Comm	3
	SPCH 130 Fundamentals of Public Speaking	3
	SPCH 132 Fundamentals of Small Group Comm	3
	SPCH 140 Oral Interpretation of Literature	3
	SPCH 150 Organizational Communication	3
	SPCH 235 Fundamentals of Argument/Persuasion	3
NOTES: Indicate if one or more courses or a combination of courses satisfy the PLOs.	Must complete one course with a C or higher.	
Written Communication	ENGL 100 Freshman Composition	4
	ENGL 110 Critical Thinking through Literature	4
	ENGL 102 Freshman Composition and Literature	3
	ENGL 103 Critical and Argumentative Writing	3
	PHIL 103 Philosophical Reason/Crit Thinking in Phil	3
	PSYC 103 Critical Thinking in Psychology	3
	READ 200 Analysis and Critical Reading	3
	SPCH 235 Fundamentals of Argument/Persuasion	3
NOTES: Indicate if one or more courses or a combination of courses satisfy the PLOs.	ENGL 100 is prerequisite for all courses listed.	
Quantitative Literacy	MATH 112 Elementary Statistics	4
	MATH 114 College Algebra	4
	MATH 116 Calculus for Managerial, Bio, Soc. Sci.	4
	MATH 140 Trigonometry	3
	MATH 155 Precalculus	5
	MATH 170 Analytic Geom and Calculus I	4
	MATH 190 Analytic Geometry/Calculus II	4
	MATH 220 Analytic Geometry/Calculus III	4
	PSYC 210 Elementary Statistics	4
NOTES: Indicate if one or more courses or a combination of courses satisfy the PLOs.	Must complete one course with a C or higher. MATH 140 is the prereq for MATH 155. MATH 150 is the prereq for MATH 170. MATH 170 is the prereq for MATH 190. MATH 190 is the prereq for MATH 220.	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Sandra Marks
Instructional Dean of Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Spring 2017

ACTION

It is recommended that the Board of Trustees approve payment of a stipend in the total amount of $1800 to a nursing faculty member for work which will be performed January 1, 2017 through June 30, 2017, as stipulated in – and funded by – the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT

The RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for this expenditure. No general funds will be used. The stipend will be paid as work is completed.

Remediation workshop is for students who did not pass the Testing of Essential Academic Skills (TEAS) pre-admission assessment test.

Pre-Nursing Remediation Workshop for TEAS at $75/hour performed by:

- Melodie Cooke $1800 (24 hours)

REPORT SUMMARY

This stipend will be utilized to fund a faculty-conducted activity in accordance with the grant work plan objectives and activities. 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 a remediation workshop to prepare pre-nursing students to retest and successfully meet the benchmark set by the Chancellor's Office so they may be admitted into the nursing program.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Frank Mixson
Developmental Education Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: **Consideration of Approval of BSI-Funded Stipends for AIME Basic Skills Initiative for Spring 2017**

ACTION

It is recommended that the Board of Trustees approve stipends for faculty who are participating in the Accelerated Instruction in Math and English (AIME) program providing math and English pathways, integrated student support, and reintegration of services that allow students to complete their developmental education sequence and college-level math and/or English in a timely manner.

FISCAL IMPACT

General funds will not be used for these stipends. Basic Skills Initiative funds will be utilized. Upon completion of the work, the following faculty will be eligible for stipends not to exceed the amounts listed:

Bart Andreacchi	$500
Gabriela Barrera De Contreras	$600
Jennifer Calisher	$325
Lora Campeau	$325
Angela Cho	$925
Phoebe Chung	$325
Angela Conley	$925
Daniela Cortez	$325
Michelle Fagundes	$500
Ron Farol	$500
Daniel Gardner	$500
Joana Mootz Gonzales	$750
Chad Greene	$500
Linda Hua	$500
Jason Hultman	$325
Niki Lovejoy-Robold	$750
Lindsay Ludvigsen	$500
Ilva Mariani	$325
Ian McCance	$1,000
Mark Olague	$500

Ashton Politanoff	$500
Francie Quaas-Berryman	$750
Tatiana Roque	$325
Nishi Shah	$500
Lynn Serwin	$750
Kristen Skjonsby	$500
Kevin Takeuchi	$325
Toren Wallace	$500

Total Stipends $15,050

REPORT SUMMARY
The College Committee on Developmental Education will sponsor several projects that support the action plan developed in response to the California Basic Skills Initiative.

During the Spring 2017 semester, faculty are coordinating their efforts to align syllabi, submit student data, and monitor and report on student progress in the AIME program. This coordination will provide information to better serve the needs of the basic skills math and English students.

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Dr. David Betancourt
Center for Teaching Excellence Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Stipends for Center for Teaching Excellence Summer Institute Taking Place Summer Semester 2017

ACTION

It is recommended that the Board of Trustees approve stipends for Center for Teaching Excellence Summer Institute taking place summer semester 2017.

FISCAL IMPACT

Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed $15,500. The following presenters, participants, and facilitators are anticipated to receive stipends:

Rich Cameron	$1500	Facilitator
Carrie Edwards	$1500	Facilitator
Kimberley Duff	$1500	Facilitator
Ken Matsuura	$500	Participant
Andrew Maz	$500	Participant
Jesuita Lopez	$500	Participant
Phally Lay	$500	Participant
Judi Holmes	$500	Participant
Lynn Serwin	$500	Participant
Monica Lopez	$500	Participant
Vykki Morgan	$500	Participant
John Haas	$500	Participant
Scott O'Neil	$500	Participant
Sheela Hoyle	$500	Participant
Patty Riedel	$500	Participant
Dennis Falcon	$500	Participant
Wendy Wright	$500	Participant
Linda Waldman	$500	Participant
Ilva Mariani	$500	Participant
Daniela Arbizzi	$500	Participant
Cynthia Moriarty	$500	Participant

Rebecca Rios	$500	Participant
Maria Gurrola	$500	Participant
Marlena Shore	$500	Participant
Nicole Bilsley	$500	Participant

REPORT SUMMARY
The Center for Teaching Excellence has been charged with supporting the College Strategic Goals in three of its seven areas:

Goal 1: (Student Engagement) Engaged students are invested in their education and take responsibility for their success. Cerritos College will provide relevant services, activities, and programs that inspire student engagement

Goal 2: (Teaching Practices) Cerritos College will promote effective teaching practices informed by pedagogical expertise, collaboration, reflective self-assessment, and integration of classroom technology to facilitate student engagement and achievement of educational goals.

Goal 7: (Campus Leadership) Cerritos College will continuously improve the quality of leadership through education, assessment, and collaboration that will empower employees to foster student success.

During the summer semester 2017, faculty will participate in the Center for Teaching Excellence Summer Institute (CTX SI) that will be offered in the Center for Teaching Excellence. The CTX SI will provide faculty the opportunity to gain knowledge and skills on the application of educational technology towards increased student engagement and success. The large number of faculty involved is due, in large part, to two developments: 1) an increased interest and support for the value of professional learning opportunities and its positive impact on student learning, engagement, and success, and 2) A restructuring of the existing CTX budget towards a more efficient use of funding. Funds that were used to acquire experts from outside the community college district (usually averaging $10,000 per visit) have been redistributed to our “in house” experts, leveraging resources and allowing an increase in workshops, facilitators, presenters, and participants.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: May 3, 2017
Agenda Item No. 12

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology/CTE

SUBJECT: Consideration of the Report of the Technical & Occupational Program (TOP) Committee on Career Technical Education (CTE) Programs

ACTION
It is recommended that the Board of Trustees approve the attached annual report of the Technical and Occupational Program (TOP) Committee.

FISCAL IMPACT
None

REPORT SUMMARY
Section 78016 of the California Education Code requires that every vocational or occupation training program offered by a community college district be reviewed every two years by the governing board of the district to ensure that all Career Technical Education (CTE) programs adhere to the requirements of the code. Faculty from each of the programs scheduled for review this year prepared and submitted a report to the TOP Committee that addressed the Education Code requirement. The Committee then reviewed the program reports; as indicated in the attached report, all programs reviewed were found to be in compliance.

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

ATTACHMENT(S)
2017 Annual Report of the Technical and Occupational Programs Committee on Cerritos College Career Technical Education Programs

2017 Annual Report of the Technical and Occupational Programs Committee on Cerritos College Career Technical Education Programs

Section 78016 of the California Education Code requires that every vocational or occupational training program offered by a community college district be reviewed every two years to ensure that career technical education (CTE) programs adhere to the requirements of the Code. Following is the text of Section 78016:

A) Every vocational or occupational training program offered by a community college district shall be reviewed every two years by the governing board of the district to ensure that each program, as demonstrated by the California Occupational Information System, including the State-Local Cooperative Labor Market Information Program established in Section 10533 of the Unemployment Insurance Code, or if this program is not available in the labor market area, other available sources of labor market information, does all of the following:
(1) Meets a documented labor market demand.
(2) Does not represent unnecessary duplication of other manpower training programs in the area.
(3) Is of demonstrated effectiveness as measured by the employment and completion success of its students.

B) Any program that does not meet the requirements of subdivision (a) and the standards promulgated by the governing board shall be terminated within one year.

C) The review process required by this section shall include the review and comments by the local Private Industry Council established pursuant to Division 8 (commencing with Section 15000) of the Unemployment Insurance Code, which review and comments shall occur prior to any decision by the appropriate governing body.

D) This section shall apply to each program commenced subsequent to July 28, 1983.

E) A written summary of the findings of each review shall be made available to the public.

This year the Technical and Occupational Programs (TOP) Committee reviewed the following 19 CTE programs offered by Cerritos College:

Business and Humanities/Social Sciences Division
Accounting (0502.00) – (submitted by Mark Fronke)
Business Communications Office Technology (0514.00) – (submitted by Barbara Soden)

Humanities/Social Sciences
Educational Technology (0860.00) – (submitted by Vykki Morgan)

Science, Engineering and Mathematics Division
Computer Networking Technicians/Operators (0708.10) – (submitted by Kenny Lou)
Computer Systems Analyst (0707.30) – (submitted by Susan Fuschetto)

Fine Arts and Communications Division
Commercial Music (1005.00) – (submitted by Andrew Maz)

Film Production (0612.20) – (submitted by Steven Hirohama)
Journalism (0602.00) – (submitted by Richard Cameron)
Theater Arts (1006.00) – (submitted by Andrew Maz)

Health Occupations Division
Dental Hygiene (1240.20) – (submitted by Adelle Krayer)
Culinary Arts (1306.30) – (submitted by Michael Pierini and Jesusita Lopez)
Nursing (1230.10) – (submitted by Ann Voorhies)
Pharmacy Technology (1221.00) – (submitted by Ralph Casas)
Physical Therapist Assistant (1222.00) – (submitted by Julie Bathke)

Health, Physical Education, Dance, and Athletics:
Athletic Trainer Aide (1228.00) - (submitted by Carrie Edwards)

Technology Division:
Auto Mechanical Repair Technology (0948.00) – (submitted by Frank Vega; includes
Auto Mechanical Repair Technology – Alternative Fuels (0948.40)
Engineering Design Technology (0953.00) – (submitted by Miodrag Micic)
Machine Tool Technology (0956.30) – (submitted by Chuong Vo)
Welding (0956.50) – (submitted by Jason Foral)

For this year's review faculty of the selected programs were asked to prepare a brief report that responds to the three basic requirements of the Education Code, as follows: 1) CTE programs must meet a documented labor market demand; 2) they must not represent unnecessary duplication of other manpower training programs in the area; and 3) they must be of demonstrated effectiveness as measured by the employment and completion success of their students. The reports submitted this year were reviewed by CTE deans and staff, and it was determined that all 19 of the programs up for review this year substantially meet the requirements of Section 78016 of the California Education Code. The TOP Committee endorsed the results of the subcommittee's review and voted unanimously to forward this year's report to the Cerritos College Board of Trustees for consideration and approval.

The remaining CTE programs will be reviewed next year. The two-year review cycle will continue on an annual basis, and a report of the results of the review will be forwarded to the Board of Trustees each year. CTE program reports are filed in the Career Technical Education Office PST-105) on campus and available to the public for review upon request. Following is the text of Section 78016 of the California Education Code:

Submitted by Nick Real, Chair, TOP Committee

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 3 [Owner Added Scope] in the amount of $13,362 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 3 will be $13,362, increasing the contract amount to $512,987. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to ABBA Distributors dba Design Hardware of Los Angeles, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 09 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. 3 is $13,362. The original contract amount approved by the Board was $515,502. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the conversion of two doors to electrified doors in order to ensure proper connection to the security system and card readers in the Fine Arts building, and modifications to two sets of double doors by providing removable mullions in order provide for the accessibility of large objects to pass through undamaged. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	May 3, 2017	$13,362	-0.5%
	2	April 5, 2017	($12,129)	-3.1%
	1	January 18, 2017	($3,748)	-0.7%

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

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

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

ATTACHMENT(S)
Change Order No. 3 to Contract No. 13P032-09 (Fine Arts Building portion) – ABBA Distributors dba Design Hardware
Change Order No. 2 to Contract No. 13P032-09 (Fine Arts Building portion) – ABBA Distributors dba Design Hardware
Change Order No. 1 to Contract No. 13P032-09 (CIS/Math Building portion) – ABBA Distributors dba Design Hardware
Contract No. 13P032-09 – ABBA Distributors dba Design Hardware

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-09

To: Design Hardware
6053 West 3rd Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

Date: February 7, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Converting two (2) doors to electricfied hardware.
Reason: Upon review, it was determined that two (2) doors needed to be converted to electrified doors in order to work properly with the security system and allow accessibility.
Benefit: Ensured the doors are properly connected to the security system and card readers.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 10,078.00

Time Extension: .....0 Work days

Item 3.02

Building: Fine Arts
Description: Modifing the door hardware for greater access.
Reason: Upon review, it was determined that two (2) sets of double doors required removable mullions in order to allow wide pieces of art and equipment pass through.
Benefit: Ensured the accessibility for large objects to pass through undamaged.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 3,284.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $13,362.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	515,502.00
Net change by previous Change Order	$	(15,877.00)
Net sum prior to this Change Order	$	499,625.00
Amount of Change Order No. 3	$	13,362.00
New Contract Sum	$	512,987.00
Percentage of Change to Contract		-0.5%

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

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

Requested By:

3x 2/28/17

(SIGNATURE & DATE)

DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE R. LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

3/23/2017

(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:

03.02.17

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/3/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-09
To:	Design Hardware 6053 West 3rd Street Los Angeles, CA 90036 Phone: 323-930-1330 Fax: 323-930-0459	Date: February 7, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	Fine Arts
Description:	Credit to offset the cost to remove and replace four (4) door frames installed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.
Reason:	Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11), were fabricated incorrectly in dimension. As a result the door frames were requested to be removed and replaced by Sierra (BC 11). Reference Sierra Lathing (BC 11) Change Order #05.
Benefit:	Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware.
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: ..... $ (10,512.00)

Time Extension: .....0 Work days

Item 2.02

Building:	Fine Arts
Description:	Credit to offset the cost to relocate conduit installed by Bid Category #19 (BC 19-Electical) prime contractor.
Reason:	Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension. As a result the conduit above the door frames was relocated to accommodate the newly sized door frames by RDM Electric (BC 19). Reference RDM Electric (BC 19) Change Order #03.
Benefit:	Ensured the proper pathways be provided for the wiring above the correct door frames.
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: ..... $ (1,617.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $(12,129.00)
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	515,502.00
Net change by previous Change Order	$	(3,748.00)
Net sum prior to this Change Order	$	511,754.00
Amount of Change Order No. 2	$	(12,129.00)
New Contract Sum	$	499,625.00
Percentage of Change to Contract		-3.1%

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 5th of April, 2017

Requested By:

3X 2/28/17
(SIGNATURE & DATE)
DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

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

Reviewed By:

3/4/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

03.02.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/3/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/07/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-09

To: Design Hardware
6053 West 3rd Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS Math

Description: Credit to offset the cost to replace door frame assembelies installed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Multiple door frame assemblies were provided by Design Hardware (BC 09-Door/Frames/Hardware) with incorrect configuration. As a result the door frames were requested to be replaced by Sierra (BC 11). Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured proper function of door systems.

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: ..... $ (3,748.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **$(3,748.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	515,502.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	515,502.00
Amount of Change Order No. 1	$	(3,748.00)
New Contract Sum	$	511,754.00
Percentage of Change to Contract		-0.7%

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 18th of January, ~~2016~~ 2017

Requested By:

9/15/16

(SIGNATURE & DATE)

DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

1/19/17

(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:

12-16-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.22.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/23/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

10/26/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-09

BID CATEGORY: 09, Doors/Frames/Hardware

DOLLAR VALUE: $515,502.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Abba Distributors dba Design Hardware Company

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Abba Distributors dba Design Hardware
Address: 6053 West Third Street, Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Abba Distributors dba Design Hardware 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: **13P032, Fine Arts-CIS/Math Building**
   Category 09, Doors/Frames/Hardware
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-6 and C-28 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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Hundred Fifteen Thousand Five Hundred Two and 00/100 Dollars

($ 515,502.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

Three-Hundred, Fifty-Six Thousand, Nine-Hundred, Sixty Dollars	**$356,960.00**

CIS/Math:

One-Hundred, Fifty-Eight Thousand, Five-Hundred, Forty-Two Dollars	**$158,542.00**

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

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

ABBA DISTRIBUTORS DBA
DESIGN HARDWARE COMPANY

By: _____

Title: President

Print Name: Nathaniel Abramson

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-09

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Design Hardware** with its principal place of business at 6053 West Third Street, Los Angeles, CA 90036 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 09** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
Design Hardware

By: _____
Signature

Nathaniel Abramson, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 11 [Errors], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 11 [Errors] in the amount of $22,662 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 11 will be $22,662, increasing the contract amount to $3,763,891. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 11 is $22,662. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 11 is in compliance with Public Contract Code Section 20659. Change Order No. 11 is due to the correction of design errors regarding the Trespa display cases in the corridors of the 1st and 2nd floor of the Fine Arts Building. Additional framing was provided to ensure sufficient structural support to accommodate the attachment of materials for each display case. Change Order No. 11 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. 11.

	Change Order	Date	Amount	Percentage of Change
Pending	11	May 3, 2017	$22,662	9.9%
	10	April 5, 2017	$39,612	9.2%
	9	April 5, 2017	$55,160	8.1%
	8	April 5, 2017	$26,761	6.5%
	7	April 5, 2017	$32,576	5.7%
	6	April 5, 2017	$38,819	4.7%
	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 11 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Change Order No. 10 to Contract No. 13P032-11 (CIS/Math Building portion) – Sierra Lathing Co., Inc.
Change Order No. 9 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Change Order No. 8 to Contract No. 13P032-11 (CIS/Math Building portion) – Sierra Lathing Co., Inc.
Change Order No. 7 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Change Order No. 6 to Contract No. 13P032-11 (CIS/Math Building portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 11

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: March 7, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 11.01

Building: Fine Arts

Description: Add additional framing to accommodate the Trespa display cases located in the corridors of the 1st and 2nd floor of the Fine Arts building (total of 10 locations).

Reason: Upon review, it was requested to provide additional framing for structural support to accommodate the proposed plywood substrate, Trespa material, and glass doors for each display case.

Benefit: Ensures sufficient structural attachment of materials for each display case.

Requested by: Hill Partnership, Inc.

CO Type: Design Omission

Change Amount: ..... $ 22,662.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$22,662.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	316,413.00
Net sum prior to this Change Order	$	3,741,229.00
Amount of Change Order No. 11	$	22,662.00
New Contract Sum	$	3,763,891.00

Percentage of Change to Contract 9.9%

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

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

Requested By:

3/9/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

3/23/2017
(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:

03.14.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/15/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

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

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 10 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: February 3, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 10.01

Building: CIS / Mathematics

Description: Provide additional labor to advance the completion of the plaster soffit of the northeast exterior patio, as well as the framed/ drywall ceiling of the 1st floor men's/ women's restrooms of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional plumbing seismic bracing was required by the Division of State Architect (DSA) to be installed above the plaster soffit and restrooms prior to proceeding with exterior lath and plaster, as well as interior framing and drywall. As a result, additional labor was executed by Sierra Lathing (BC 11) to accelerate the completion of the framed soffits, once the additional plumbing seismic bracing was installed by the Plumbing Contractor, Empyrean Plumbing, Inc. (BC 18).

Benefit: Ensures the completion of construction activities required to advance the Project Schedule.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 6,505.00

Item 10.02

Building: CIS / Mathematics

Description: Provide additional framing and attachments to the interior roller shade assemblies located in six (6) rooms (rooms 118 through 123) of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing and attachments were required to be installed to provide additional structural support to each roller shade assembly.

Benefit: Ensures each roller shade assembly meets the requirements of the Division of State Architect.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 6,081.00

Item 10.03

Building: CIS / Mathematics
Description: Provide additional labor to provide additional waterproofing located at the northwest exterior curtainwall/ window assembly of the CIS/ Mathematics building.
Reason: Upon review with the Architect of Record and the Waterproofing Consultant, it was recommended to provide additional exterior waterproofing to the entire window assembly.
Benefit: Ensures a watertight building envelop.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 2,386.00

Item 10.04

Building: CIS / Mathematics
Description: Provide additional framing and structural attachments for the drywall ceilings of the 1st floor men's/ women's restrooms (total of four (4) locations) of the CIS / Mathematics building.
Reason: Upon review, it was determined that additional ceiling seismic bracing was required by the Division of State Architect (DSA) to be installed above each restroom ceiling prior proceeding with closing.
Benefit: Ensures each ceiling meets the requirements of structural anchorage by the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 19,735.00

Item 10.05

Building: CIS / Mathematics
Description: Provide additional drywall to accommodate window assemblies located in eight (8) rooms, 103, 105, 107, 111, 202, 205, 207, & 213 of the CIS/ Mathematics building.
Reason: Upon review, it was determined that additional drywall was needed to conceal the perimeter framing of each window assembly.
Benefit: Ensures perimeter of window openings is aesthetically acceptable.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 4,915.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,612.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	276,801.00
Net sum prior to this Change Order	$	3,701,617.00
Amount of Change Order No. 10	$	39,612.00
New Contract Sum	$	3,741,229.00
Percentage of Change to Contract		9.2%

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 5th of April, 2017

Requested By:

2/2/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

03/03/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 09

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 3, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 9.01

Building: Fine Arts
Description: Add additional framing and drywall located in room 236 and 237 (total of three (3) locations) in the Fine Arts building.
Reason: Upon review, it was requested to omit the proposed security screen doors, and infill each opening with drywall to provide a solid wall.
Benefit: Provides additional security of materials and equipment.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,995.00

Time Extension: .....0 Work days

Item 9.02

Building: Fine Arts
Description: Add additional framing and drywall above the east exterior entrance of the Fine Arts building.
Reason: Upon review, it was requested to provide additional framing and drywall to allow for the installation of the proposed exterior curtainwall/ window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 6,006.00

Time Extension: .....0 Work days

Item 9.03

Building: Fine Arts
Description: Remove and replace densglass, located along the west entrance of the Fine Arts building, on behalf of the Bid Category #17 (BC 17-HVAC (Heating, Ventilation, & Air Conditioning)) prime contractor.
Reason: Upon review, it was determined that mechanical access to concealed walls was required by Liberty Climate Control (BC 17). As a result, the walls were re-opened and re-installed by Sierra Lathing (BC 11). Reference Liberty Climate Control (BC 17) deductive Change Order #02.
Benefit: Ensured access was provided to complete required adjustments to HVAC system.
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: ..... $ 923.00

Time Extension: .....0 Work days

Item 9.04

Building: Fine Arts
Description: Provide additional backing to accommodate raising the split system HVAC unit located in the Network Equipment rooms (total of 2 locations) in the Fine Arts building.
Reason: Upon review, it was determined that each split system was required to be raised in height to accommodate the clearances relative to data equipment. As a result, additional backing was installed to allow the attachment of each unit.
Benefit: Ensured structural backing was provided to accommodate the proposed HVAC unit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 794.00

Time Extension: .....0 Work days

Item 9.05

Building: Fine Arts
Description: Add additional framing and attachments for the window located along the south elevation of the Film Studio.
Reason: Upon review, it was requested to provide additional framing and attachments to allow for the installation of the proposed exterior window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 980.00

Time Extension: .....0 Work days

Item 9.06

Building: Fine Arts
Description: Add additional framing back to accommodate the proposed humidifier in room 111 of the Fine Arts building.
Reason: Upon review, it was determined that the location of the proposed humidifier was required to be relocated in order to provide the required drainage from the unit. As a result, additional backing was installed to support the new location of the humidifier.
Benefit: Ensures sufficient structural attachment of humidifier.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 620.00

Time Extension: .....0 Work days

Item 9.07

Building: Fine Arts
Description: Mobilize to provide framing along the north and south elevations of the exterior skylight, located at the exterior workyard of the Fine Arts building on behalf of the Bid Category #10 (BC 10-Window/ Glazing) prime contractor.
Reason: Upon review, it was determined that framing for the skylight was not coordinated by Golden Glass (BC 10). As a result, the previously installed roofing was opened and Sierra Lathing (BC 11) mobilized to install the required framing. Reference Golden Glass (BC 10 deductive Change Order #02).
Benefit: Ensured framing was installed to provide sufficient support of skylight assembly.
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: ..... $ 565.00

Time Extension: .....0 Work days

Item 9.08

Building: Fine Arts
Description: Add additional framing to accommodate the proposed roll up door located in the Film Studio.
Reason: Upon review, it was requested for the proposed roll up door to be modified from a manual door to a motorized door. As a result, the door opening was reframed to accommodate the motorized door assembly.
Benefit: Provides a motorized door assembly for ease of End User/ District.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 983.00

Time Extension: .....0 Work days

Item 9.09

Building: Fine Arts
Description: Provide additional framing and structural attachments for the drywall ceilings of the 1st floor men's/ women's restrooms (total of four (4) locations) of the Fine Arts building.
Reason: Upon review, it was determined that additional ceiling seismic bracing was required by the Division of State Architect (DSA) to be installed above each restroom ceiling prior proceeding with closing.
Benefit: Ensures each ceiling meets the requirements of structural anchorage by the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 5,159.00

Item 9.10

Building: Fine Arts
Description: Provide additional framing and drywall soffits located in room 234 and 235 of the Fine Arts building.
Reason: Upon review, it was determined that the proposed HVAC (Heating, Ventilation, and Air Conditioning) ductwork and plumbing utilities could not be installed above the suspended ceiling. As a result, a soffit was built in each room to conceal the over overhead utilities.
Benefit: Ensures overhead utilities in each room are concealed within suspended ceiling system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 4,000.00

Item 9.11

Building: Fine Arts
Description: Provide additional framing for the exterior door located along the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that a concrete curb was required to be added along each end of the exterior door. As a result, framing was provided above the curb to support the door system.
Benefit: Ensures structural support of exterior door system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,187.00

Item 9.12

Building: Fine Arts
Description: Provide additional framing backing and drywall to accommodate the shelving for the Trespa display cases (total of four (4) locations) along the 1st and 2nd floor corridors of the Fine Arts building.
Reason: Upon review with the Architect of Record and shelving Manufacturer, it was recommended to add additional backing and drywall to accommodate the support of proposed shelving system.
Benefit: Ensures sufficient structural support for proposed shelving system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 11,362.00

Item 9.13

Building: Fine Arts
Description: Add additional framing located at the north elevation of the Fine Arts building, as well as the north and south elevations of the Film Studio.
Reason: Upon review, it was determined that additional framing was required to complete the installation of the proposed exterior aluminum ceiling systems.
Benefit: Ensures sufficient structural attachment of each exterior aluminum ceiling system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 9,200.00

Item 9.14

Building: Fine Arts
Description: Provide additional exposed ceiling insulation located at the Display Gallery of the Fine Arts building,
Reason: Upon review, it was recommended to add ceiling insulation for the ceiling of the Display Gallery, to match the ceiling finish of the Art Gallery.
Benefit: Ceiling insulation enhances the aesthetics of the Display Gallery as it relates to the Art Gallery.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,698.00

Item 9.15

Building: Fine Arts
Description: Provide additional Fiber Reinforced Panels (FRP) along the located in room 142 and 146 of the Fine Arts building.
Reason: Upon review with the Architect of Record, it was recommended to raise the height of the washable panels to extend the durability of adjacent work surfaces in each room.
Benefit: Added panels enhance resilience of work surfaces.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,688.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$55,160.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	221,641.00
Net sum prior to this Change Order	$	3,646,457.00
Amount of Change Order No. 9	$	55,160.00
New Contract Sum	$	3,701,617.00
Percentage of Change to Contract		8.1%

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 5th of April, 2017

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

03/03/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: CIS / Mathematics

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 111 and 103 of the CIS/ Mathematics building.

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations).

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 26,761.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$26,761.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	194,880.00
Net sum prior to this Change Order	$	3,619,696.00
Amount of Change Order No. 8	$	26,761.00
New Contract Sum	$	3,646,457.00

Percentage of Change to Contract 6.5%

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 5th of April, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(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:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 149 and 112 of the Fine Arts building

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations)

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 32,576.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$32,576.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	162,304.00
Net sum prior to this Change Order	$	3,587,120.00
Amount of Change Order No. 7	$	32,576.00
New Contract Sum	$	3,619,696.00
Percentage of Change to Contract		5.7%

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 5th of April, 2017

Requested By:

2/6/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

03/07/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3.14.17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....$38,819.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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 5th of April, 2017

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

03/03/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts

Description: Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.

Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware

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: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts

Description: Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.

Reason: Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.

Benefit: Ensured the interior of the room was protected from exterior elements.

Requested by: Hill Partnership, Inc.

CO Type: Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
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 5th of April, 2017

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

4/7/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

03/03/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

3-14-17
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/17/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
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: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
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: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to 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: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
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: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
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: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
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: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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

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

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 5 [Unforeseen Conditions, Agency Driven Changes], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 5 [Unforeseen Changes, Agency Driven Changes] in the amount of $39,967 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 5 will be $39,967, increasing the total contract amount to $2,070,079. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Empyrean Plumbing, Inc. of Riverside, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 18 of this project represents the Site and Building Plumbing 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. 5 is $39,967. The original contract amount approved by the Board was $1,920,632. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 is due to the unforeseen condition of relocating the fire hydrant to ensure that the fire lane will be able to serve the Fine Arts and CIS/Math Buildings as well as the new Performing Arts Buildings. Change Order No. 5 also provides for additional seismic bracing required for the plumbing piping in the 1st and 2nd floor of the Fine Arts Building as determined by the Division of State Architects. Change Order No. 5 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. 5.

	Change Order	Date	Amount	Percentage of Change
Pending	5	May 3, 2017	$39,967	7.8%
	4	January 18, 2017	$52,979	5.7%
	3	January 18, 2017	$6,501	2.9%
	1, 2	September 21, 2016	$50,000	2.6%

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. 5 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 05 Contract # 13P032-18
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: February 9, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building:	Fine Arts
Description:	Relocation of fire hydrant per CCD(A)-37 to allow revised fire lane.
Reason:	Upon review of CCD(A)-37, it was determined that the proposed location of the fire hydrant be investigated for underground utilities. Upon investigation, it was found that existiong unforeseen abandoned utilities needed to be removed along with a portion of sidewalk. Once the fire hydrant was relocated the sidewalk was repaired.
Benefit:	Ensured the fire lane be able to serve both Fine Arts & Mathematics/CIS and the new Performing Arts Buildings.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Unforeseen Conditions

Change Amount: ..... $ 23,528.00

Time Extension: .....0 Work days

Item 5.02

Building:	Fine Arts
Description:	Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the Fine Arts Building.
Reason:	Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit:	Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by:	Division of State Architect
CO Type:	Agency Driven

Change Amount: ..... $ 16,439.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,967.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	109,480.00
Net sum prior to this Change Order	$	2,030,112.00
Amount of Change Order No. 5	$	39,967.00
New Contract Sum	$	2,070,079.00
Percentage of Change to Contract		7.8%

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_____, 2016

Requested By:

2-22-17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

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

Reviewed By:

3/30/2017

(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:

03.08.17

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17

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

Reviewed By:

03/16/17

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

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 04 Contract # 13P032-18
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: September 30, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building:	CIS/Mathematics
Description:	Revise floor drains at the Telescopic Viewing Deck of the CIS/ Mathematics building.
Reason:	Upon review, it was determined that the floor drains were required to be revised by the waterproofing manufacturer in order to accommodate the drainage requirements in conjunction with the waterproofing system beneath the exterior telescoping deck.
Benefit:	Provides an abundant waterproofing and drainage system underneath the concrete deck.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 4,325.00

Time Extension: .....0 Work days

Item 4.02

Building:	CIS/Mathematics
Description:	Add two (2) additional deck drains at the exterior bridge between CIS/ Mathematics and Fine Arts buildings.
Reason:	Upon review, it was determined that additional deck drains were required to be provided to provide sufficient drainage of water from the proposed exterior bridge.
Benefit:	Provides an abundant drainage system underneath the paving system of the bridge.
Requested by:	Hill Partnership, Inc.
CO Type:	Design Errors

Change Amount: ..... $ 4,408.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS/Mathematics
Description: Add additional sewer piping to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, and sewer piping extended, in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional piping ensures sufficient clearance of accessibility within restroom.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,156.00

Item 4.04

Building: CIS/Mathematics
Description: Provide demolition, additional water, irrigation, storm drain piping, and concrete hardscape along the northwest corner of the CIS/Mathematics building.
Reason: Upon excavation of the proposed storm drain, it was determined that two (2) existing unforeseen water and irrigation lines were directly in the path of the new storm drain line. As a result, additional materials and labor were required to re-route the existing lines, and allow the connection of the proposed storm drain line for the building. Cost also includes providing concrete slurry over existing utilities to achieve proper site compaction requirements.
Benefit: Re-routing of existing utilities allows installation of proposed storm drain system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 42,090.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$52,979.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	56,501.00
Net sum prior to this Change Order	$	1,977,133.00
Amount of Change Order No. 4	$	52,979.00
New Contract Sum	$	2,030,112.00
Percentage of Change to Contract		5.7%

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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/12/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

10.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Upsize the Onicon thermal mass flow meter for the Fine Arts building.
Reason: Upon review by the Plumbing Engineer of Record, it was determined that the proposed thermal mass flow meter, which measures the flow of gas throughout the building, was required to be upsized, in order to accommodate the required reading for the gas system.
Benefit: Provides accuracy in readings of flow of gas system.
Requested by: Hill Partnership
CO Type: Design Errors

Change Amount: ..... $ 6,501.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$6,501.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	50,000.00
Net sum prior to this Change Order	$	1,970,632.00
Amount of Change Order No. 3	$	6,501.00
New Contract Sum	$	1,977,133.00

Percentage of Change to Contract 2.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/19/17
(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:

12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

10.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS/Mathematics

Description: Install additional underground fire water line and concrete slurry located along west end of the proposed CIS/Mathematics building.

Reason: It was determined that the proposed underground fire water line was required to be re-routed underneath the proposed concrete foundation of the building, in order avoid underground utilities located west of the new CIS/Mathematics building.

Benefit: Re-routing of the underground fire water line eliminates the potential demolition of the existing hardscape and re-routing of existing underground utilities.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 13,876.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$13,876.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	36,124.00
Net sum prior to this Change Order	$	1,956,756.00
Amount of Change Order No. 2	$	13,876.00
New Contract Sum	$	1,970,632.00

Percentage of Change to Contract 2.6%

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 21st of September, 2016

Requested By:

7/26/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

8-24-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Install additional new storm drain line to replace the existing storm drain line located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 18,999.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts

Description: Add one (1) backflow preventer device, one (1) reduced pressure backflow device, and associated fittings for the proposed Fine Arts and Film building.

Reason: It was determined that an additional backflow device would be required to be installed in conjunction with the proposed underground water lines for the building.

Benefit: Eliminates the potential of contamination or pollution into the proposed water system for the building.

Requested by: Hill Partnership, Inc.

CO Type: Design omission

Change Amount: ..... $ 17,125.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $36,124.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	1,920,632.00
Amount of Change Order No. 1	$	36,124.00
New Contract Sum	$	1,956,756.00
Percentage of Change to Contract		1.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 21st of September, 2016

Requested By:

7/6/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN.
DIRECTOR OF PURCHASING

Reviewed By:

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

Reviewed By:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-18

BID CATEGORY: 18, Site & Building Plumbing

DOLLAR VALUE: $1,920,632.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Empyrean Plumbing, Inc.

Address: 1370 Dodson Way, Riverside, CA 92507 (Physical)
Address: PO Box 5680, Riverside, CA 92517 (Mailing)
Phone: 951-776-4616
Fax: 951-346-5675

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Empyrean Plumbing, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 18, Site & Building Plumbing
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-36 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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Nine Hundred Twenty Thousand Six Hundred Thirty-Two and 00/100 Dollars

($1,920,632.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Four-Hundred, Three-Hundred, Sixteen Thousand Dollars	**$1,400,316.00**

CIS/Math:

Five-Hundred, Twenty Thousand, Three-Hundred, Sixteen Dollars	**$520,316.00**

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

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

EMPYREAN PLUMBING, INC.

By: _____

Title: President

Print Name: David Koralewski

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-18

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Empyrean Plumbing, Inc.** with its principal place of business at 1370 Dodson Way, Riverside, CA 92507 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 18** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
Empyrean Plumbing, Inc.

By: _____
Signature

David Koralewski, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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. 6 [Owner Added Scope, Agency Driven Changes], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 6 [Owner Added Scope, Agency Driven Changes] in the amount of $23,466 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 6 will be $23,466, increasing the total contract amount to $2,070,079. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Empyrean Plumbing, Inc. of Riverside, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 18 of this project represents the Site and Building Plumbing 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. 6 is $23,466. The original contract amount approved by the Board was $1,920,632. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to the owner added scope of relocating the temporary construction water source location to avoid conflict with the proposed site concrete work along the east elevation of the CIS/Math Building. Change Order No. 6 also provides for additional seismic bracing required for the plumbing piping in the 1st and 2nd floor of the CIS/Math Building as determined by the Division of State Architects. In addition, it was determined that a 3" water line was damaged during the grading process; Empyrean Plumbing, Inc. repaired the water line on behalf of Fata Construction. Change Order No. 6 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. 6.

	Change Order	Date	Amount	Percentage of Change
Pending	6	May 3, 2017	$23,466	9.0%
Pending	5	May 3, 2017	$39,967	7.8%
	4	January 18, 2017	$52,979	5.7%
	3	January 18, 2017	$6,501	2.9%
	1, 2	September 21, 2016	$50,000	2.6%

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. 6 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 5 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 4 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 3 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 06 Contract # 13P032-18
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: February 9, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: Mathematics / CIS
Description: Relocation of temporary construction water source location along the east elevation of the CIS / Mathematics Building.
Reason: Upon review, it was determined that the temporary water source needed to be relocated to avoid conflict with the proposed concrete site work.
Benefit: Ensured the temporary water source would not impact the installation of site concrete.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 1,807.00

Time Extension: .....0 Work days

Item 6.02

Building: Mathematics / CIS
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the CIS / Mathematics Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,440.00

Time Extension: .....0 Work days

Item 6.03

Building: Mathematics / CIS

Description: Repaired a 3" water line, located on the south of Mathematics / CIS, on behalf of Bid Category #02 (BC 02 - Demo & Abatement / Grading / Paving) prime contractor.

Reason: Upon review, it was determined that a 3" water line was damaged during the grading process by Fata Construction (BC 02). As a result, the water line was repaired by Empyrean Plumbing (BC 18) on behalf of Fata Construction (BC 02). Reference Fata Construction (BC 02) deductive Change Order #01.

Benefit: Ensured water line was repaired properly to allow water flow to buildings.

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: ..... $ 5,219.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **$23,466.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	149,447.00
Net sum prior to this Change Order	$	2,070,079.00
Amount of Change Order No. 6	$	23,466.00
New Contract Sum	$	2,093,545.00
Percentage of Change to Contract		9.0%

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

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

Requested By:

2-22-17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

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

Reviewed By:

3/30/2017

(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:

03.08.17

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17

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

Reviewed By:

03/17/17

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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: February 9, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts
Description: Relocation of fire hydrant per CCD(A)-37 to allow revised fire lane.
Reason: Upon review of CCD(A)-37, it was determined that the proposed location of the fire hydrant be investigated for underground utilities. Upon investigation, it was found that existiong unforeseen abandoned utilities needed to be removed along with a portion of sidewalk. Once the fire hydrant was relocated the sidewalk was repaired.
Benefit: Ensured the fire lane be able to serve both Fine Arts & Mathematics/CIS and the new Performing Arts Buildings.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 23,528.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts
Description: Additional seismic bracing required for plumbing piping for the 1st and 2nd floor of the Fine Arts Building.
Reason: Upon review, it was determined by DSA that additional seismic bracing be installed on all plumbing piping.
Benefit: Ensures the plumbing piping bracing meets the requirements of the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 16,439.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,967.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	109,480.00
Net sum prior to this Change Order	$	2,030,112.00
Amount of Change Order No. 5	$	39,967.00
New Contract Sum	$	2,070,079.00
Percentage of Change to Contract		7.8%

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_____, 2016

Requested By:

2-22-17

(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

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

Reviewed By:

3/30/2017

(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:

03.08.17

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17

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

Reviewed By:

03/16/17

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

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 04 Contract # 13P032-18
To:	Empyrean Plumbing, Inc. PO Box 5680 Riverside, CA 92517 Phone: 951-776-4616 Fax: 951-346-5675	Date: September 30, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building:	CIS/Mathematics
Description:	Revise floor drains at the Telescopic Viewing Deck of the CIS/ Mathematics building.
Reason:	Upon review, it was determined that the floor drains were required to be revised by the waterproofing manufacturer in order to accommodate the drainage requirements in conjunction with the waterproofing system beneath the exterior telescoping deck.
Benefit:	Provides an abundant waterproofing and drainage system underneath the concrete deck.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 4,325.00

Time Extension: .....0 Work days

Item 4.02

Building:	CIS/Mathematics
Description:	Add two (2) additional deck drains at the exterior bridge between CIS/ Mathematics and Fine Arts buildings.
Reason:	Upon review, it was determined that additional deck drains were required to be provided to provide sufficient drainage of water from the proposed exterior bridge.
Benefit:	Provides an abundant drainage system underneath the paving system of the bridge.
Requested by:	Hill Partnership, Inc.
CO Type:	Design Errors

Change Amount: ..... $ 4,408.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS/Mathematics
Description: Add additional sewer piping to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed, and sewer piping extended, in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional piping ensures sufficient clearance of accessibility within restroom.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,156.00

Item 4.04

Building: CIS/Mathematics
Description: Provide demolition, additional water, irrigation, storm drain piping, and concrete hardscape along the northwest corner of the CIS/Mathematics building.
Reason: Upon excavation of the proposed storm drain, it was determined that two (2) existing unforeseen water and irrigation lines were directly in the path of the new storm drain line. As a result, additional materials and labor were required to re-route the existing lines, and allow the connection of the proposed storm drain line for the building. Cost also includes providing concrete slurry over existing utilities to achieve proper site compaction requirements.
Benefit: Re-routing of existing utilities allows installation of proposed storm drain system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 42,090.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$52,979.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	56,501.00
Net sum prior to this Change Order	$	1,977,133.00
Amount of Change Order No. 4	$	52,979.00
New Contract Sum	$	2,030,112.00
Percentage of Change to Contract		5.7%

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 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/12/17
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

11/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

10.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: September 30, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Upsize the Onicon thermal mass flow meter for the Fine Arts building.
Reason: Upon review by the Plumbing Engineer of Record, it was determined that the proposed thermal mass flow meter, which measures the flow of gas throughout the building, was required to be upsized, in order to accommodate the required reading for the gas system.
Benefit: Provides accuracy in readings of flow of gas system.
Requested by: Hill Partnership
CO Type: Design Errors

Change Amount: ..... $ 6,501.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$6,501.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	50,000.00
Net sum prior to this Change Order	$	1,970,632.00
Amount of Change Order No. 3	$	6,501.00
New Contract Sum	$	1,977,133.00

Percentage of Change to Contract 2.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 18th of January, ~~2016~~ 2017

Requested By:

10/14/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

1/19/17
(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:

12-16-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

10.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

10/27/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

11/07/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS/Mathematics

Description: Install additional underground fire water line and concrete slurry located along west end of the proposed CIS/Mathematics building.

Reason: It was determined that the proposed underground fire water line was required to be re-routed underneath the proposed concrete foundation of the building, in order avoid underground utilities located west of the new CIS/Mathematics building.

Benefit: Re-routing of the underground fire water line eliminates the potential demolition of the existing hardscape and re-routing of existing underground utilities.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 13,876.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$13,876.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	36,124.00
Net sum prior to this Change Order	$	1,956,756.00
Amount of Change Order No. 2	$	13,876.00
New Contract Sum	$	1,970,632.00

Percentage of Change to Contract 2.6%

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 21st of September, 2016

Requested By:

7/26/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

8-24-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Install additional new storm drain line to replace the existing storm drain line located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 18,999.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts

Description: Add one (1) backflow preventer device, one (1) reduced pressure backflow device, and associated fittings for the proposed Fine Arts and Film building.

Reason: It was determined that an additional backflow device would be required to be installed in conjunction with the proposed underground water lines for the building.

Benefit: Eliminates the potential of contamination or pollution into the proposed water system for the building.

Requested by: Hill Partnership, Inc.

CO Type: Design omission

Change Amount: ..... $ 17,125.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $36,124.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	1,920,632.00
Amount of Change Order No. 1	$	36,124.00
New Contract Sum	$	1,956,756.00
Percentage of Change to Contract		1.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 21st of September, 2016

Requested By:

7/6/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN.
DIRECTOR OF PURCHASING

Reviewed By:

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

Reviewed By:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-18

BID CATEGORY: 18, Site & Building Plumbing

DOLLAR VALUE: $1,920,632.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Empyrean Plumbing, Inc.

Address: 1370 Dodson Way, Riverside, CA 92507 (Physical)
Address: PO Box 5680, Riverside, CA 92517 (Mailing)
Phone: 951-776-4616
Fax: 951-346-5675

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Empyrean Plumbing, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 18, Site & Building Plumbing
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-36 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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Nine Hundred Twenty Thousand Six Hundred Thirty-Two and 00/100 Dollars

($1,920,632.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Four-Hundred, Three-Hundred, Sixteen Thousand Dollars	**$1,400,316.00**

CIS/Math:

Five-Hundred, Twenty Thousand, Three-Hundred, Sixteen Dollars	**$520,316.00**

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

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

EMPYREAN PLUMBING, INC.

By: _____

Title: President

Print Name: David Koralewski

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-18

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Empyrean Plumbing, Inc.** with its principal place of business at 1370 Dodson Way, Riverside, CA 92507 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 18** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
Empyrean Plumbing, Inc.

By: _____
Signature

David Koralewski, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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. 3 [Unforeseen Conditions, Agency Driven Changes, Owner Added Scope, Errors], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions, Agency Driven Changes, Owner Added Scope, Errors] in the amount of $155,808 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 3 will be $155,808, increasing the contract amount to $5,883,484. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to RDM Electric, Inc. of Chino, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 19 represents the Electrical/Low Voltage element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is $155,808. The original contract amount approved by the Board was $5,725,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the exploration of an existing unforeseen electrical encasement and subsequent removal of the encasement in three locations to enable construction activities to resume. Agency driven changes consist of providing additional slurry concrete to encase all underground electrical ductbanks, providing additional power and lighting in each of the elevator pits of the Fine Arts Building, providing 2 hour rated fire alarm cabling in lieu of a 1 hour rated cable. Also, Change Order No. 3 provides for the correction of design errors through the installation of additional lights, outlets, switches, conduits and breakers in several rooms in the Fine Arts Building. Additionally, Change Order 3 is due to the cost to relocate conduit above the door frames to ensure that proper wiring pathways in the Fine Arts Building were provided; the credit for this item was submitted on a previously Board approved change order by Design Hardware. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management);

the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	May 3, 2017	$155,808	2.8%
	2	September 21, 2016	$5,793	0.1%
	1	July 25, 2016	($3,117)	-0.1%

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

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

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

ATTACHMENT(S)
Change Order No. 3 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 2 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Contract No. 13P032-19 – RDM Electric Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Exploration of existing underground electrical in location of drilled piers.
Reason: An existing unforeseen electrical encasement was explored between power manhole (PMH) #12 and power manhole (PMH) #30 to determine if the encasement would interfere with the location of the proposed drilled piers. Sections of the abandoned encasement were removed in three locations.
Benefit: Ensured installation of the drilled piers and continued advancement of construction activities.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforseen Condition

Change Amount: $2,827.00

Time Extension: .....0 Work days

Item 3.02

Building: Fine Arts
Description: Provide additional slurry concrete to encase all underground electrical ductbanks.
Reason: The specifications called for underground electrical outside foundation to be encased in concrete. However, DSA required all underground electrical to be encased.
Benefit: Ensured the protection of all underground electrical.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $7,398.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Provide additional conduit pathways for emergency telephones and future media use.
Reason: Upon review, additional conduits were requested to be provided for emergency elevator phones in order to provide a separate pathway from the card readers. Additional conduits were also requested to be provided for future media use in the Gallery Display.
Benefit: Ensured secure pathways for future electrical and low voltage work.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $32,288.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Add additional lights, outlets, switches, conduit, and breakers located in rooms 108, 109, 114, 133, 134, 140, 141, 221, 222, 224 and stairwell of Stair #2, of the Fine Arts Building.
Reason: Upon review, it was determined that power requirements, light switches, and outlets had to be modified from that of the design to allow proper functionality of lighting, audio visual equipment, and motorized wall.
Benefit: Ensured all lights, audio visual equipment, and motorized wall function properly.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $62,122.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional power and lighting to elevator #1 and #2 of the Fine Arts Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $12,175.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts
Description: Provide additional fire alarm cabeling to the Fine Arts Building.
Reason: Upon review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $37,381.00

Time Extension: .....0 Work days

Item 3.07

Building: Fine Arts

Description: Relocation of conduits due to (4) incorrect door frames on behalf of the Bid Category #09 (BC 09-Doors/Frames/Hardware) prime contractor.

Reason: Upon review, it was determined that multiple door frames were incorrect sizes and needed to be replaced with the correct size. As a result, the conduits above the door frames were relocated by RDM Electric (BC 19) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the proper pathways be provided for the wiring above the correct door frames.

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: $1,617.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$155,808.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	2,676.00
Net sum prior to this Change Order	$	5,727,676.00
Amount of Change Order No. 3	$	155,808.00
New Contract Sum	$	5,883,484.00
Percentage of Change to Contract		2.8%

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

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

Requested By:

Robert D. McDonnell Jr. 2.20.17

(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

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

Reviewed By:

3/30/2017

(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:

03.08.17

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17

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

Reviewed By:

03/16/17

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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts

Description: Remove existing storm drain line and associated debris located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: $5,793.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$5,793.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	(3,117.00)
Net sum prior to this Change Order	$	5,721,883.00
Amount of Change Order No. 2	$	5,793.00
New Contract Sum	$	5,727,676.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 21st of September, 2016

Requested By:

7-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.

Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of $2,487.00 to the College.

Benefit: Deacreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Agency Driven Change

Change Amount: ..... ($3,117.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($3,117.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	5,725,000.00
Amount of Change Order No. 1	$	(3,117.00)
New Contract Sum	$	5,721,883.00

Percentage of Change to Contract -0.1%

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 25 of July, 2016

Requested By:

6.7.16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

7-26-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:

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

Reviewed By:

6.29.16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **RDM Electric Co., 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: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

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

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-19

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 19** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
RDM Electric Co., Inc.

By: Robert McDonnell
Signature

Robert McDonnell, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By:
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

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 Ratification of Change Order No. 4 [Agency Driven Changes, Errors, Owner Added Scope], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 4 [Agency Driven Changes, Errors, Owner Added Scope] in the amount of $34,861 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 4 will be $34,861, increasing the contract amount to $5,918,345. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to RDM Electric, Inc. of Chino, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 19 represents the Electrical/Low Voltage 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. 4 is $34,861. The original contract amount approved by the Board was $5,725,000. Therefore, Change Order No. 4 is in compliance with Public Contract Code Section 20659. Change Order No. 4 is due to Agency driven changes consisting of providing additional power and lighting in each of the elevator pits of the CIS/Math Building, and providing 2 hour rated fire alarm cabling in lieu of a 1 hour rated cable. Change Order No. 4 also provides for the correction of design errors through the installation of additional conduits and lights in Room 210 and Stairwell No. 2. Additionally, Change Order 4 is due to providing additional conduit infrastructure in Server Room 203 to accommodate the future installation of additional HVAC units. Change Order No. 4 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. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	May 3, 2017	$34,861	3.4%
Pending	3	May 3, 2017	$155,808	2.8%
	2	September 21, 2016	$5,793	0.1%
	1	July 25, 2016	($3,117)	-0.1%

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. 4 to Contract No. 13P032-19 (CIS/Math Building portion) – RDM Electric Co., Inc.
Change Order No. 3 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 2 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 13P032-19 (Fine Arts Building portion) – RDM Electric Co., Inc.
Contract No. 13P032-19 – RDM Electric Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Provide additional fire alarm cabling.
Reason: Upoin review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $14,051.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Provide additional power and lighting to elevators #1 and #2 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $10,435.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional conduits and lights located in room 210 and stairwell of Stair #2.
Reason: Upon review, it was determined that additional lights and conduits had to be modified from that of the design to allow proper power and lighting requirements.
Benefit: Ensures proper lighting and proper pathways for wires.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $3,092.00

Time Extension: .....0 Work days

Item 4.04

Building: CIS / Mathematics
Description: Additional conduit infrastructure in room 203 of the CIS / Mathematics Building.
Reason: Upon review, it was determined that additional cooling would be needed in the future for Server Room 203. As a result, additional conduit infrastructure was requested to be provided in room 203 for the future installion of additional HVAC units.
Benefit: Ensures the ease of future HVAC installation.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $7,283.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$34,861.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	158,484.00
Net sum prior to this Change Order	$	5,883,484.00
Amount of Change Order No. 3	$	34,861.00
New Contract Sum	$	5,918,345.00

Percentage of Change to Contract 3.4%

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

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

Requested By:

Robert P. McDonnell Jr. 2.20.17
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

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

Reviewed By:

3/3/2017
(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:

03.03.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

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

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 03

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: February 07, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building: Fine Arts
Description: Exploration of existing underground electrical in location of drilled piers.
Reason: An existing unforeseen electrical encasement was explored between power manhole (PMH) #12 and power manhole (PMH) #30 to determine if the encasement would interfere with the location of the proposed drilled piers. Sections of the abandoned encasement were removed in three locations.
Benefit: Ensured installation of the drilled piers and continued advancement of construction activities.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforseen Condition

Change Amount: $2,827.00

Time Extension: .....0 Work days

Item 3.02

Building: Fine Arts
Description: Provide additional slurry concrete to encase all underground electrical ductbanks.
Reason: The specifications called for underground electrical outside foundation to be encased in concrete. However, DSA required all underground electrical to be encased.
Benefit: Ensured the protection of all underground electrical.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $7,398.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Provide additional conduit pathways for emergency telephones and future media use.
Reason: Upon review, additional conduits were requested to be provided for emergency elevator phones in order to provide a separate pathway from the card readers. Additional conduits were also requested to be provided for future media use in the Gallery Display.
Benefit: Ensured secure pathways for future electrical and low voltage work.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: $32,288.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Add additional lights, outlets, switches, conduit, and breakers located in rooms 108, 109, 114, 133, 134, 140, 141, 221, 222, 224 and stairwell of Stair #2, of the Fine Arts Building.
Reason: Upon review, it was determined that power requirements, light switches, and outlets had to be modified from that of the design to allow proper functionality of lighting, audio visual equipment, and motorized wall.
Benefit: Ensured all lights, audio visual equipment, and motorized wall function properly.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors / Omissions

Change Amount: $62,122.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Provide additional power and lighting to elevator #1 and #2 of the Fine Arts Building.
Reason: Upon review, it was determined that DSA required additional recepticles and lighting in each of the elevator pits.
Benefit: Ensures suitable environment for future maintenance of elevators.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $12,175.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts
Description: Provide additional fire alarm cabeling to the Fine Arts Building.
Reason: Upon review, it was determined that (2) hour rated cable was required by DSA to be installed for the fire alarm system in lieu of a (1) hour rated cable.
Benefit: Ensured the fire alarm systems meets all DSA regulations.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: $37,381.00

Time Extension: .....0 Work days

Item 3.07

Building: Fine Arts

Description: Relocation of conduits due to (4) incorrect door frames on behalf of the Bid Category #09 (BC 09-Doors/Frames/Hardware) prime contractor.

Reason: Upon review, it was determined that multiple door frames were incorrect sizes and needed to be replaced with the correct size. As a result, the conduits above the door frames were relocated by RDM Electric (BC 19) on behalf of Design Hardware (BC 09). Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the proper pathways be provided for the wiring above the correct door frames.

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: $1,617.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$155,808.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	2,676.00
Net sum prior to this Change Order	$	5,727,676.00
Amount of Change Order No. 3	$	155,808.00
New Contract Sum	$	5,883,484.00
Percentage of Change to Contract		2.8%

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

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

Requested By:

Robert D. McDonnell Jr. 2.20.17

(SIGNATURE & DATE)

RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

3/30/2017

(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:

03.08.17

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/6/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/16/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts

Description: Remove existing storm drain line and associated debris located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: $5,793.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$5,793.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	(3,117.00)
Net sum prior to this Change Order	$	5,721,883.00
Amount of Change Order No. 2	$	5,793.00
New Contract Sum	$	5,727,676.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 21st of September, 2016

Requested By:

7-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

8-29-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

07.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.

Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of $2,487.00 to the College.

Benefit: Deacreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Agency Driven Change

Change Amount: ..... ($3,117.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($3,117.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	5,725,000.00
Amount of Change Order No. 1	$	(3,117.00)
New Contract Sum	$	5,721,883.00

Percentage of Change to Contract -0.1%

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 25 of July, 2016

Requested By:

6.7.16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

7-26-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
DR. JOSE FIERRO
PRESIDENT/SUPERINTENDENT

Reviewed By:

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

Reviewed By:

6.29.16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **RDM Electric Co., 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: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) 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-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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

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 Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

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

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-19

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **RDM Electric Co., Inc.** with its principal place of business at 13867 Redwood Avenue, Chino, CA 91710 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 19** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

CONTRACTOR:
RDM Electric Co., Inc.

By: _____
Signature

Robert McDonnell, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 Adoption of Resolution No. 17-0503B To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product**

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0503B, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2017-2018 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below.

FISCAL IMPACT

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

REPORT SUMMARY

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of $88,300 or more.

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

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

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2017-2018 as needed, to Apple, Inc.

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

ATTACHMENT(S)
Resolution No. 17-0503B

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0503B

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

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

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

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

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

WHEREAS, The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2017-2018 as needed, to Apple, Inc.

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

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. That it would not produce any advantage to the District to competitively bid the purchase of Apple products.

Section 3. That the District approves and authorizes the letting of a sole source purchase order and/or contract to Apple, Inc. for the procurement of product for fiscal year 2017 -2018.

Section 4. The Board of Trustees delegates to the President/Superintendent, or his/her designee, authority to execute a purchase order and/or contract necessary for the procurement.

Section 5. That this Resolution No. 17-0503B shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 3rd day of May, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

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

Attested to:

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 to Purchase Materials Through Other Public Agency Contracts

ACTION

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, as-needed, which is in Cerritos College's best interests, for fiscal year 2017-2018.

FISCAL IMPACT

There is no financial impact.

REPORT SUMMARY

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

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

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

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

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

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

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, as-needed, which is in Cerritos College's best interest, for the fiscal year 2017-2018.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 March 2017**

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of March 2017.

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

REPORT SUMMARY
This report of purchase orders processed during the month of March 2017 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
March 2017 – Purchase Order Report

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/06/17	0000064084	A		03/08/2017	GRAINGER	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	74.91	
						03/06/2017	**0000064084**	**GRAINGER**								**74.91**
03/01/17	0000064182	A		03/08/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	16-17	195.72	
						03/01/2017	**0000064182**	**GOLDEN STAR TECHNOLOGY INC.**								**195.72**
03/01/17	0000064298	C		03/01/2017	BARRON, JAIRZINHIO	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	1,009.12	
						03/01/2017	**0000064298**	**BARRON, JAIRZINHIO**								**1,009.12**
03/01/17	0000064299	A		03/02/2017	RAN GRAPHICS	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4390	6016000	16-17	3,860.63	
						03/01/2017	**0000064299**	**RAN GRAPHICS**								**3,860.63**
03/02/17	0000064300	C		03/21/2017	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	76.11	
						03/02/2017	**0000064300**	**AMAZON**								**76.11**
03/02/17	0000064301	A		03/03/2017	ADORAMA	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	65.25	
						03/02/2017	**0000064301**	**ADORAMA**								**65.25**
03/02/17	0000064302	A		03/03/2017	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	516.54	
						03/02/2017	**0000064302**	**LAKESHORE LEARNING MATERIALS**								**516.54**
03/02/17	0000064303	C		03/03/2017	PR NEWSWIRE ASSOCIATION, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	350.00	
						03/02/2017	**0000064303**	**PR NEWSWIRE ASSOCIATION, LLC**								**350.00**
03/02/17	0000064304	P		03/27/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	91.96	
						03/02/2017	**0000064304**	**BANK OF AMERICA**								**91.96**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/02/17	0000064305	A		03/03/2017	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	299.40	
						03/02/2017	**0000064305**	**DICK BLICK COMPANY**								**299.40**
03/02/17	0000064306	C		03/03/2017	OFFICE DEPOT/BUSINESS	COMPUTER SUPP/EQUIP	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	16-17	28.81	
						03/02/2017	**0000064306**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**28.81**
03/02/17	0000064307	C		03/21/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	16-17	61.14	
						03/02/2017	**0000064307**	**AMAZON**								**61.14**
03/02/17	0000064308	A		03/03/2017	STEVE'S CAMERA SERVICE CENTER	REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	16-17	95.00	
						03/02/2017	**0000064308**	**STEVE'S CAMERA SERVICE CENTER**								**95.00**
03/02/17	0000064309	A		03/03/2017	ACTION SALES	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	993.52	
								01.3	00000.0	04500	70200	6450	1200000	16-17	729.24	
						03/02/2017	**0000064309**	**ACTION SALES**								**1,722.76**
03/02/17	0000064310	A		03/03/2017	JF DUNCAN DURAY INDUSTRIES	FOOD SERVICES SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6410	1200000	16-17	7,597.10	
						03/02/2017	**0000064310**	**JF DUNCAN DURAY INDUSTRIES**								**7,597.10**
03/02/17	0000064311	A		03/03/2017	JB PRINCE	FOOD SERVICES SUPP/EQUIP	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	1,243.09	
								01.3	00000.0	04500	70200	6450	1200000	16-17	688.76	
						03/02/2017	**0000064311**	**JB PRINCE**								**1,931.85**
03/02/17	0000064312	A		03/09/2017	ACHIEVERS	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	16-17	1,084.78	
						03/02/2017	**0000064312**	**ACHIEVERS**								**1,084.78**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/02/17	0000064313	A		03/03/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	11,390.99	
						03/02/2017	**0000064313**	**GOLDEN STAR TECHNOLOGY INC.**								**11,390.99**
03/02/17	0000064314	C		03/21/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	87.62	
						03/02/2017	**0000064314**	**AMAZON**								**87.62**
03/02/17	0000064315	C		03/02/2017	ON COURSE CONFERENCE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	4,455.00	
						03/02/2017	**0000064315**	**ON COURSE CONFERENCE**								**4,455.00**
03/03/17	0000064317	C		03/03/2017	PALOMAR COLLEGE/	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	16-17	400.00	
						03/03/2017	**0000064317**	**PALOMAR COLLEGE/**								**400.00**
03/03/17	0000064318	C		03/03/2017	ON COURSE CONFERENCE	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	16-17	495.00	
						03/03/2017	**0000064318**	**ON COURSE CONFERENCE**								**495.00**
03/03/17	0000064319	A		03/08/2017	MARQUEZ, ABRAHAM	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	35.88	
						03/03/2017	**0000064319**	**MARQUEZ, ABRAHAM**								**35.88**
03/03/17	0000064320	C		03/09/2017	BIOMERIEUX , INC.	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	16-17	1,160.71	
						03/03/2017	**0000064320**	**BIOMERIEUX , INC.**								**1,160.71**
03/03/17	0000064321	A		03/06/2017	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	4,632.25	
						03/03/2017	**0000064321**	**HENRY SCHEIN INC**								**4,632.25**
03/03/17	0000064322	A		03/06/2017	KILGORE INTERNATIONAL INC.	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	284.72	
						03/03/2017	**0000064322**	**KILGORE INTERNATIONAL INC.**								**284.72**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/03/17	0000064323	C		03/06/2017	Dental Alliance Holdings, LLC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	152.48	
						03/03/2017	**0000064323**	**Dental Alliance Holdings, LLC**								**152.48**
03/03/17	0000064324	C		03/07/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76613	4550	6190000	16-17	55.19	
						03/03/2017	**0000064324**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**55.19**
03/03/17	0000064325	C		03/06/2017	THE SAFE-D-NEEDLE	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	274.05	
						03/03/2017	**0000064325**	**THE SAFE-D-NEEDLE**								**274.05**
03/03/17	0000064326	A		03/06/2017	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	16-17	514.07	
						03/03/2017	**0000064326**	**HENRY SCHEIN INC**								**514.07**
03/03/17	0000064327	A		03/06/2017	CALIFORNIA GEOLOGICAL	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65061	6120	7100000	16-17	3,600.00	
						03/03/2017	**0000064327**	**CALIFORNIA GEOLOGICAL SURVEY**								**3,600.00**
03/03/17	0000064328	C		03/06/2017	ORANGE COUNTY CIRCUT BREAKERS	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	135.94	
						03/03/2017	**0000064328**	**ORANGE COUNTY CIRCUT BREAKERS**								**135.94**
03/03/17	0000064329	A		03/06/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	6,440.00	
						03/03/2017	**0000064329**	**INTEGRATED INTERIORS, INC.**								**6,440.00**
03/03/17	0000064330	A		03/06/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	7,090.00	
						03/03/2017	**0000064330**	**INTEGRATED INTERIORS, INC.**								**7,090.00**
03/03/17	0000064331	A		03/06/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4325	1230000	16-17	3,705.97	
						03/03/2017	**0000064331**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**3,705.97**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/03/17	0000064332	A		03/06/2017	B.K. SIGNS INCORPORATED	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64058	6120	7100000	16-17	1,053.00	
						03/03/2017	**0000064332**	**B.K. SIGNS INCORPORATED**								**1,053.00**
03/03/17	0000064333	C		03/06/2017	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	33.50	
						03/03/2017	**0000064333**	**OFFICE SOLUTIONS**								**33.50**
03/04/17	0000064334	C		03/08/2017	DEL RIO, MARTHA A.	CONTRACTED SERVICES	Division Office	39.3	00000.0	00000	74320	5810	0951000	16-17	3,756.00	
						03/04/2017	**0000064334**	**DEL RIO, MARTHA A.**								**3,756.00**
03/04/17	0000064335	A		03/04/2017	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	835.20	
						MISCELLANEOUS		01.3	00000.0	00000	70260	4320	0900000	16-17	15.00	
						03/04/2017	**0000064335**	**RAN GRAPHICS**								**850.20**
03/04/17	0000064336	C		03/04/2017	RAN GRAPHICS	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	141.06	
						03/04/2017	**0000064336**	**RAN GRAPHICS**								**141.06**
03/04/17	0000064337	C		03/21/2017	AMAZON	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	116.55	
							Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	15.22	
						03/04/2017	**0000064337**	**AMAZON**								**131.77**
03/06/17	0000064338	A		03/06/2017	EOPS REGION VIII	NON-INSTRUCTIONAL SUPPLIES	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	16-17	175.00	
						03/06/2017	**0000064338**	**EOPS REGION VIII**								**175.00**
03/06/17	0000064339	A		03/06/2017	SCOR INDUSTRIES	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	44,046.50	
						03/06/2017	**0000064339**	**SCOR INDUSTRIES**								**44,046.50**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/06/17	0000064340	C		03/07/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	forensics	01.0	00000.0	00000	02550	5210	1506600	16-17	1,021.60	
						03/06/2017	**0000064340**	**BANK OF AMERICA**								**1,021.60**
03/06/17	0000064341	C		03/06/2017	HOLIDAY INN EXPRESS	CONFERENCE AND TRAVEL	forensics	01.0	00000.0	00000	02550	5210	1506600	16-17	1,231.70	
						03/06/2017	**0000064341**	**HOLIDAY INN EXPRESS**								**1,231.70**
03/07/17	0000064342	A		03/08/2017	PRITCHARD, GARY	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70025	5810	6190000	16-17	790.00	
						03/07/2017	**0000064342**	**PRITCHARD, GARY**								**790.00**
03/07/17	0000064343	C		03/21/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	16-17	297.22	
						03/07/2017	**0000064343**	**AMAZON**								**297.22**
03/07/17	0000064344	A		03/07/2017	TCB PRINTING	OFFICE SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	26.10	
						03/07/2017	**0000064344**	**TCB PRINTING**								**26.10**
03/07/17	0000064345	A		03/07/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	343.99	
						03/07/2017	**0000064345**	**DIVERSIFIED BUSINESS SERVICES**								**343.99**
03/07/17	0000064346	C		03/08/2017	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	630.75	
						03/07/2017	**0000064346**	**NAIMIE'S BEAUTY CENTER**								**630.75**
03/07/17	0000064347	A		03/07/2017	STAPLES ADVANTAGE	OFFICE SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	16-17	711.80	
						03/07/2017	**0000064347**	**STAPLES ADVANTAGE**								**711.80**
03/07/17	0000064348	A		03/07/2017	KI	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	2,170.35	
						03/07/2017	**0000064348**	**KI**								**2,170.35**

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PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/07/17	0000064349	C		03/21/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	74.74	
						03/07/2017	**0000064349**					**AMAZON**				**74.74**
03/07/17	0000064350	C		03/07/2017	TRISTAR	SOFTWARE	Physical Sciences	01.0	00000.0	00000	02570	6310	1951000	16-17	465.00	
						03/07/2017	**0000064350**					**TRISTAR**				**465.00**
03/07/17	0000064351	A		03/07/2017	LAGUNA CLAY COMPANY	LABORATORY SUPP/EQUIP	Ceramics	01.0	00000.0	00100	02520	4325	1002300	16-17	527.98	
						MISCELLANEOUS		01.0	00000.0	00100	02520	4325	1002300	16-17	39.16	
						03/07/2017	**0000064351**					**LAGUNA CLAY COMPANY**				**567.14**
03/07/17	0000064352	C		03/21/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	7.51	
						LABORATORY SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	62.97	
						03/07/2017	**0000064352**					**AMAZON**				**70.48**
03/07/17	0000064353	C		03/27/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	21.04	
						03/07/2017	**0000064353**					**BANK OF AMERICA**				**21.04**
03/07/17	0000064354	C		03/08/2017	CINEMA SECRETS	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	32.62	
						03/07/2017	**0000064354**					**CINEMA SECRETS**				**32.62**
03/07/17	0000064355	C		03/08/2017	WATANABE, SUSAN	REIMBURSEMENT	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	146.02	
						03/07/2017	**0000064355**					**WATANABE, SUSAN**				**146.02**
03/07/17	0000064356	C		03/08/2017	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	81.31	
						03/07/2017	**0000064356**					**NAIMIE'S BEAUTY CENTER**				**81.31**

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03/07/17	0000064357	C		03/07/2017	ROSETTA STONE LTD	LICENSE/FEES	Foster Care	39.6	00000.0	00000	76500	4550	1305700	16-17	1,445.00	
						03/07/2017	**0000064357**	**ROSETTA STONE LTD**								**1,445.00**
03/07/17	0000064358	A		03/07/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	717.81	
						03/07/2017	**0000064358**	**PACIFIC COAST CABLING, INC.**								**717.81**
03/07/17	0000064359	C		03/08/2017	EWING CONSULTING, INC.	CONTRACT SERVICES RENDERED	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	353.46	
						03/07/2017	**0000064359**	**EWING CONSULTING, INC.**								**353.46**
03/07/17	0000064360	C		03/07/2017	CDW-GOVERNMENT INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	22,770.32	
						03/07/2017	**0000064360**	**CDW-GOVERNMENT INC**								**22,770.32**
03/07/17	0000064361	C		03/08/2017	JANCIK, JASPER	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	1,080.00	
						03/07/2017	**0000064361**	**JANCIK, JASPER**								**1,080.00**
03/07/17	0000064362	C		03/07/2017	CCC MHWA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	16-17	100.00	
						03/07/2017	**0000064362**	**CCC MHWA**								**100.00**
03/07/17	0000064363	C		03/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	16-17	235.40	
						03/07/2017	**0000064363**	**BANK OF AMERICA**								**235.40**
03/07/17	0000064364	C		03/08/2017	COUNTRY INN & SUITES	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	16-17	184.22	
						03/07/2017	**0000064364**	**COUNTRY INN & SUITES**								**184.22**
03/07/17	0000064365	C		03/07/2017	FULLERTON SCHOOL DISTRICT	CONFERENCE AND TRAVEL	Child Development	01.3	00000.0	00000	70751	5210	6920000	16-17	420.00	
						03/07/2017	**0000064365**	**FULLERTON SCHOOL DISTRICT**								**420.00**

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03/07/17	0000064366	C		03/07/2017	BANK OF AMERICA	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	16-17	809.32	
						03/07/2017	**0000064366**									**809.32**
03/08/17	0000064367	C		03/21/2017	AMAZON	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	41.26	
						03/08/2017	**0000064367**									**41.26**
03/08/17	0000064368	C		03/08/2017	LV BOTKIN DESIGNS	INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	4320	0909000	16-17	2,936.25	
						03/08/2017	**0000064368**									**2,936.25**
03/08/17	0000064369	C		03/21/2017	AMAZON	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	66.67	
						03/08/2017	**0000064369**									**66.67**
03/08/17	0000064370	C		03/09/2017	BANK OF AMERICA	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	7,718.93	
						03/08/2017	**0000064370**									**7,718.93**
03/08/17	0000064371	C		03/08/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,362.48	
						03/08/2017	**0000064371**									**8,362.48**
03/08/17	0000064372	C		03/08/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	3,079.51	
						03/08/2017	**0000064372**									**3,079.51**
03/08/17	0000064373	C		03/08/2017	CHEH, CAROL CHIANG	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064373**									**250.00**
03/08/17	0000064374	C		03/08/2017	KELLEY, MIKE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064374**									**250.00**

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03/08/17	0000064375	C		03/08/2017	SWENDSRUD, ASTRI	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064375**	**SWENDSRUD, ASTRI**								**250.00**
03/08/17	0000064376	C		03/08/2017	COOPER, BRIAN EDMUND	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064376**	**COOPER, BRIAN EDMUND**								**250.00**
03/08/17	0000064377	C		03/08/2017	NEWTOWN PASADENA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						03/08/2017	**0000064377**	**NEWTOWN PASADENA FOUNDATION**								**500.00**
03/08/17	0000064378	C		03/08/2017	NAGY, JENENE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064378**	**NAGY, JENENE**								**250.00**
03/08/17	0000064379	C		03/08/2017	KCHUNG RADIO	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,500.00	
						03/08/2017	**0000064379**	**KCHUNG RADIO**								**1,500.00**
03/08/17	0000064380	C		03/08/2017	KIMM, VERONNICA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/08/2017	**0000064380**	**KIMM, VERONNICA**								**250.00**
03/08/17	0000064381	A		03/08/2017	TCB PRINTING	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	16-17	52.20	
						03/08/2017	**0000064381**	**TCB PRINTING**								**52.20**
03/08/17	0000064382	A		03/08/2017	SCANTRON CORPORATION	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	104.40	
						03/08/2017	**0000064382**	**SCANTRON CORPORATION**								**104.40**
03/08/17	0000064383	A		03/08/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	260.93	
						03/08/2017	**0000064383**	**CDW-GOVERNMENT INC**								**260.93**

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03/08/17	0000064384	A		03/08/2017	FIBRE GLAST CORP.	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	312.32	
						03/08/2017	**0000064384**	**FIBRE GLAST CORP.**								**312.32**
03/08/17	0000064385	C		03/21/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	79.79	
						03/08/2017	**0000064385**	**AMAZON**								**79.79**
03/08/17	0000064386	A		03/27/2017	BANK OF AMERICA	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	209.78	
						03/08/2017	**0000064386**	**BANK OF AMERICA**								**209.78**
03/08/17	0000064387	A		03/08/2017	DUNKEL BROS MACHINERY MOVING	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	16-17	3,375.00	
						03/08/2017	**0000064387**	**DUNKEL BROS MACHINERY MOVING**								**3,375.00**
03/08/17	0000064388	A		03/27/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	77.18	
						03/08/2017	**0000064388**	**BANK OF AMERICA**								**77.18**
03/08/17	0000064389	A		03/08/2017	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	2,069.77	
								01.3	00000.0	00000	70260	6450	0900000	16-17	7,175.12	
						03/08/2017	**0000064389**	**HENRY SCHEIN INC**								**9,244.89**
03/08/17	0000064390	A		03/08/2017	AUTOMATION DIRECT	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	2,381.61	
						03/08/2017	**0000064390**	**AUTOMATION DIRECT**								**2,381.61**
03/08/17	0000064391	A	1	03/10/2017	BURMAX CO.	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	7,310.26	
						03/08/2017	**0000064391**	**BURMAX CO.**								**7,310.26**
03/08/17	0000064392	A		03/08/2017	BAKER COMPANY, THE	PHARMACEUTICALS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6410	0900000	16-17	12,371.00	

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						03/08/2017	**0000064392**	**BAKER COMPANY, THE**								**12,371.00**
03/09/17	0000064393	A		03/09/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	523.17	
						03/09/2017	**0000064393**	**DIVERSIFIED BUSINESS SERVICES**								**523.17**
03/10/17	0000064394	C		03/10/2017	ULINE	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	6450	0958000	16-17	374.50	
						03/10/2017	**0000064394**	**ULINE**								**374.50**
03/10/17	0000064395	A		03/10/2017	DR. JOSE FIERRO	REIMBURSEMENT	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	730.38	
								01.0	00000.0	01200	01100	5210	6005000	16-17	146.22	
						03/10/2017	**0000064395**	**DR. JOSE FIERRO**								**876.60**
03/10/17	0000064396	A		03/10/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	100.00	
						03/10/2017	**0000064396**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**100.00**
03/10/17	0000064397	A		03/10/2017	AMERICAN BAR ASSOCIATION	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,250.00	
						03/10/2017	**0000064397**	**AMERICAN BAR ASSOCIATION**								**1,250.00**
03/10/17	0000064398	C		03/10/2017	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	50.00	
						03/10/2017	**0000064398**	**SOROPTIMIST INTERNATIONAL OF NORWALK**								**50.00**
03/10/17	0000064399	A		03/10/2017	REAL, YANNICK M	REIMBURSEMENT	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	29.80	
						03/10/2017	**0000064399**	**REAL, YANNICK M**								**29.80**
03/11/17	0000064400	A		03/11/2017	APPLE INC	COMPUTER SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	6450	6920000	16-17	3,946.54	
								01.3	00000.0	00000	70780	6450	6920000	16-17	2,946.04	
						MISCELLANEOUS		01.3	00000.0	00000	70780	5810	6920000	16-17	313.00	

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						03/11/2017	**0000064400**	**APPLE INC**								**7,205.58**
03/11/17	0000064401	C		03/11/2017	ADVANCED LIFT MOTORS	REPAIRS - OTHER	Custodial Services	01.0	00000.0	00000	04400	5640	6530000	16-17	1,043.75	
						03/11/2017	**0000064401**	**ADVANCED LIFT MOTORS**								**1,043.75**
03/11/17	0000064402	A		03/11/2017	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,302.05	
						03/11/2017	**0000064402**	**D&S WINDOW COVERING**								**2,302.05**
03/11/17	0000064403	C		03/11/2017	LAKELAND FENCE CORP	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	681.75	
						03/11/2017	**0000064403**	**LAKELAND FENCE CORP**								**681.75**
03/11/17	0000064404	A		03/11/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	14,900.00	
						03/11/2017	**0000064404**	**INTEGRATED INTERIORS, INC.**								**14,900.00**
03/11/17	0000064405	A		03/11/2017	CHALK SPINNER LLC	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	238.55	
						03/11/2017	**0000064405**	**CHALK SPINNER LLC**								**238.55**
03/11/17	0000064406	C		03/11/2017	BRODART CO	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	7,071.02	
						03/11/2017	**0000064406**	**BRODART CO**								**7,071.02**
03/11/17	0000064407	A		03/28/2017	TCB PRINTING	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	158.78	
						03/11/2017	**0000064407**	**TCB PRINTING**								**158.78**
03/11/17	0000064408	C		03/11/2017	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	5,025.00	
						03/11/2017	**0000064408**	**TRANSPORTTION CHARTER SERVICES INC.**								**5,025.00**
03/11/17	0000064409	A		03/11/2017	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	11,054.06	

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03/11/17	0000064409	A		03/11/2017	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	1,994.49	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	828.85	
						03/11/2017	**0000064409**	**FAST DEER BUS CHARTER, INC.**								**13,877.40**
03/11/17	0000064410	A		03/11/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.1	00000.0	00000	65004	4550	7100000	16-17	320.91	
						03/11/2017	**0000064410**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**320.91**
03/11/17	0000064411	C		03/11/2017	ORANGE CO. TANK TESTING	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	759.70	
						03/11/2017	**0000064411**	**ORANGE CO. TANK TESTING**								**759.70**
03/11/17	0000064412	A		03/11/2017	KNORR SYSTEMS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	9,952.66	
						03/11/2017	**0000064412**	**KNORR SYSTEMS, INC.**								**9,952.66**
03/11/17	0000064413	C		03/11/2017	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	6,160.00	
						03/11/2017	**0000064413**	**STANLEY SECURITY SOLUTIONS, INC.**								**6,160.00**
03/11/17	0000064414	A		03/11/2017	SOCAL PUMP & VACUUM	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	4,878.32	
						03/11/2017	**0000064414**	**SOCAL PUMP & VACUUM**								**4,878.32**
03/11/17	0000064415	A		03/11/2017	LAKELAND FENCE CORP	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	14,500.00	
						03/11/2017	**0000064415**	**LAKELAND FENCE CORP**								**14,500.00**
03/11/17	0000064416	A		03/11/2017	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,761.67	
						03/11/2017	**0000064416**	**D&S WINDOW COVERING**								**1,761.67**
03/11/17	0000064417	A		03/11/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,765.00	

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						03/11/2017	**0000064417**	**INTEGRATED INTERIORS, INC.**								**2,765.00**
03/11/17	0000064418	A		03/11/2017	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	1,961.00	
								42.1	00000.0	00000	65040	6120	7100000	16-17	1,961.00	
						03/11/2017	**0000064418**	**STANLEY SECURITY SOLUTIONS, INC.**								**3,922.00**
03/11/17	0000064419	C		03/11/2017	FEDERATION OF STATE BOARDS OF	MISCELLANEOUS	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	95.00	
						03/11/2017	**0000064419**	**FEDERATION OF STATE BOARDS OF**								**95.00**
03/11/17	0000064420	A		03/11/2017	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65052	6120	7100000	16-17	622.00	
						03/11/2017	**0000064420**	**STATE WATER RESOURCES CONTROL**								**622.00**
03/11/17	0000064421	A		03/11/2017	FENCESCREEN, INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65004	6120	7100000	16-17	1,781.30	
						03/11/2017	**0000064421**	**FENCESCREEN, INC.**								**1,781.30**
03/11/17	0000064422	C		03/28/2017	HERTZ CAR RENTAL	CONFERENCE AND TRAVEL	forensics	01.0	00000.0	00000	02550	5210	1506600	16-17	899.63	
						03/11/2017	**0000064422**	**HERTZ CAR RENTAL**								**899.63**
03/11/17	0000064423	A		03/13/2017	STAPLES ADVANTAGE	OFFICE SUPPLIES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	88.84	
						03/11/2017	**0000064423**	**STAPLES ADVANTAGE**								**88.84**
03/11/17	0000064424	P		03/11/2017	AMAZON	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	53.80	
						03/11/2017	**0000064424**	**AMAZON**								**53.80**
03/11/17	0000064425	A		03/13/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Admissions	01.0	00000.0	00000	03800	6460	6225000	16-17	1,098.38	
						MISCELLANEOUS		01.0	00000.0	00000	03800	6460	6225000	16-17	98.06	

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						03/11/2017	**0000064425**	**GOLDEN STAR TECHNOLOGY INC.**								**1,196.44**
03/11/17	0000064426	A		03/13/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Admissions	01.0	00000.0	00000	03800	6460	6225000	16-17	261.57	
						03/11/2017	**0000064426**	**GOLDEN STAR TECHNOLOGY INC.**								**261.57**
03/11/17	0000064427	A		03/13/2017	JC DENTAL SUPPLY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	16-17	365.40	
						03/11/2017	**0000064427**	**JC DENTAL SUPPLY**								**365.40**
03/11/17	0000064428	A		03/13/2017	ULTRADENT PRODUCTS, INC.	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	282.73	
						03/11/2017	**0000064428**	**ULTRADENT PRODUCTS, INC.**								**282.73**
03/11/17	0000064429	A		03/13/2017	EXACTA DENTAL PRODUCTS	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	836.83	
						03/11/2017	**0000064429**	**EXACTA DENTAL PRODUCTS**								**836.83**
03/11/17	0000064430	A		03/13/2017	COLUMBIA DENTOFORM	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	167.56	
						03/11/2017	**0000064430**	**COLUMBIA DENTOFORM**								**167.56**
03/11/17	0000064431	C		03/13/2017	PATTERSON DENTAL COMPANY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	1,772.33	
						03/11/2017	**0000064431**	**PATTERSON DENTAL COMPANY**								**1,772.33**
03/11/17	0000064432	P		03/13/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	39.98	
						03/11/2017	**0000064432**	**AMAZON**								**39.98**
03/11/17	0000064433	A		03/13/2017	MCKESSON GENERAL MEDICAL	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	384.83	
						03/11/2017	**0000064433**	**MCKESSON GENERAL MEDICAL**								**384.83**
03/11/17	0000064434	P		03/11/2017	AMAZON	OFFICE SUPPLIES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	40.90	

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						03/11/2017	**0000064434**	**AMAZON**								**40.90**
03/11/17	0000064435	C		03/11/2017	CERRITOS COLLEGE FOUNDATION, THE	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00100	02110	5210	6190000	16-17	310.00	
						03/11/2017	**0000064435**	**CERRITOS COLLEGE FOUNDATION, THE**								**310.00**
03/11/17	0000064436	C		03/11/2017	CHILD AND FAMILY POLICY INSTITUTE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	285.00	
						03/11/2017	**0000064436**	**CHILD AND FAMILY POLICY INSTITUTE OF CA**								**285.00**
03/11/17	0000064437	C		03/11/2017	CHILD AND FAMILY POLICY INSTITUTE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	285.00	
						03/11/2017	**0000064437**	**CHILD AND FAMILY POLICY INSTITUTE OF CA**								**285.00**
03/11/17	0000064438	A		03/11/2017	PATTON SALES CORP	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	3,246.59	
						03/11/2017	**0000064438**	**PATTON SALES CORP**								**3,246.59**
03/11/17	0000064439	A	1	03/22/2017	LETCO MEDICAL	PHARMACEUTICALS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	4,442.44	
						03/11/2017	**0000064439**	**LETCO MEDICAL**								**4,442.44**
03/11/17	0000064440	A		03/27/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	145.27	
						03/11/2017	**0000064440**	**BANK OF AMERICA**								**145.27**
03/11/17	0000064441	C		03/13/2017	OFFICE SOLUTIONS	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	93.96	
						03/11/2017	**0000064441**	**OFFICE SOLUTIONS**								**93.96**
03/11/17	0000064442	A		03/13/2017	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	20,691.58	
						03/11/2017	**0000064442**	**APPLE INC**								**20,691.58**
03/11/17	0000064443	A		03/13/2017	LOS ALAMITOS AUTO PARTS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,092.95	

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						03/11/2017	**0000064443**	**LOS ALAMITOS AUTO PARTS, INC.**								**1,092.95**
03/11/17	0000064444	A		03/11/2017	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	839.34	
								01.3	00000.0	00000	70260	6450	0900000	16-17	2,816.63	
						03/11/2017	**0000064444**	**B & H PHOTO VIDEO**								**3,655.97**
03/11/17	0000064445	A		03/11/2017	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	27,517.95	
						03/11/2017	**0000064445**	**APPLE INC**								**27,517.95**
03/11/17	0000064446	P		03/14/2017	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	557.34	
						03/11/2017	**0000064446**	**AMAZON**								**557.34**
03/13/17	0000064447	C		03/13/2017	UMOJA COMMUNITY EDUCATION	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	40.00	
								01.3	00000.0	03010	73460	7610	6300000	16-17	150.00	
						03/13/2017	**0000064447**	**UMOJA COMMUNITY EDUCATION FOUNDATION**								**190.00**
03/13/17	0000064448	P		03/13/2017	AMAZON	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	21.98	
						03/13/2017	**0000064448**	**AMAZON**								**21.98**
03/13/17	0000064449	A		03/14/2017	CULVER-NEWLIN	INSTRUCTIONAL SUPPLIES	Learning Center	01.3	00000.0	00000	71600	6450	6110000	16-17	1,052.70	
						03/13/2017	**0000064449**	**CULVER-NEWLIN**								**1,052.70**
03/13/17	0000064450	A	1	03/20/2017	KI	FURNITURE, OFFICE	activated	01.0	00000.0	00000	01220	4550	2200000	16-17	1,665.16	
						03/13/2017	**0000064450**	**KI**								**1,665.16**
03/13/17	0000064451	C		03/13/2017	GWEN'S SPECIALTY CAKES AND	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	1,035.50	
						03/13/2017	**0000064451**	**GWEN'S SPECIALTY CAKES AND CATERING, INC**								**1,035.50**

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03/13/17	0000064452	C		03/13/2017	MCCREA'S PUBLISHING	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	380.63	
						03/13/2017	**0000064452**	**MCCREA'S PUBLISHING COMPANY**								**380.63**
03/13/17	0000064453	C		03/13/2017	FHEG CERRITOS COLLEGE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	983.68	
						03/13/2017	**0000064453**	**FHEG CERRITOS COLLEGE**								**983.68**
03/13/17	0000064454	A		03/14/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	2,773.55	
						03/13/2017	**0000064454**	**PACIFIC COAST CABLING, INC.**								**2,773.55**
03/13/17	0000064455	P		03/13/2017	AMAZON	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	48.20	
						03/13/2017	**0000064455**	**AMAZON**								**48.20**
03/13/17	0000064456	C		03/13/2017	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	4550	6320000	16-17	50.24	
						03/13/2017	**0000064456**	**RODGER'S CATERING**								**50.24**
03/13/17	0000064457	P		03/13/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.3	00000.0	07006	73460	4550	6450000	16-17	480.00	
						03/13/2017	**0000064457**	**BANK OF AMERICA**								**480.00**
03/13/17	0000064458	P		03/13/2017	BANK OF AMERICA	TONER CARTRIDGES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	136.27	
						03/13/2017	**0000064458**	**BANK OF AMERICA**								**136.27**
03/13/17	0000064459	C		03/13/2017	WESTBY, KIM	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	337.00	
						03/13/2017	**0000064459**	**WESTBY, KIM**								**337.00**
03/13/17	0000064460	X	1	03/31/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	16-17	5,334.95	
						RUBBISH COLLECTION/DISPOSA		01.0	00000.0	00000	02570	6450	1951000	16-17	50.00	

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						03/13/2017	**0000064460**	**CDW-GOVERNMENT INC**								**5,384.95**
03/13/17	0000064461	P		03/13/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	98.66	
						LABORATORY SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	72.99	
						03/13/2017	**0000064461**	**AMAZON**								**171.65**
03/13/17	0000064462	A		03/14/2017	STAPLES ADVANTAGE	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	63.59	
						03/13/2017	**0000064462**	**STAPLES ADVANTAGE**								**63.59**
03/13/17	0000064463	A		03/14/2017	SARGENT-WELCH SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	614.11	
						03/13/2017	**0000064463**	**SARGENT-WELCH SCIENTIFIC**								**614.11**
03/13/17	0000064464	A		03/14/2017	KI	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	16-17	8,077.92	
						03/13/2017	**0000064464**	**KI**								**8,077.92**
03/13/17	0000064465	C		03/13/2017	SOUTH COAST A.Q.M.D.	FEES, LICENSE	AQMD	01.0	00000.0	00000	03700	5190	6594000	16-17	1,057.40	
						03/13/2017	**0000064465**	**SOUTH COAST A.Q.M.D.**								**1,057.40**
03/13/17	0000064466	C		03/14/2017	SCHOOL OUTFITTERS	SIGNS	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	143.52	
						03/13/2017	**0000064466**	**SCHOOL OUTFITTERS**								**143.52**
03/13/17	0000064467	A		03/14/2017	DISPLAYS2GO	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	16-17	56.15	
						03/13/2017	**0000064467**	**DISPLAYS2GO**								**56.15**
03/13/17	0000064468	P		03/13/2017	AMAZON	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	35.99	
						STORAGE SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	14.99	

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						03/13/2017	**0000064468**	**AMAZON**								**50.98**
03/13/17	0000064469	A		03/14/2017	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	216.14	
						03/13/2017	**0000064469**	**FLINN SCIENTIFIC INC**								**216.14**
03/13/17	0000064470	A	1	03/15/2017	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	112.96	
						03/13/2017	**0000064470**	**CYNMAR CORPORATION**								**112.96**
03/13/17	0000064471	C		03/17/2017	NATIONAL AEROSPACE	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	656.85	
						03/13/2017	**0000064471**	**NATIONAL AEROSPACE SUPPLY CO.**								**656.85**
03/13/17	0000064472	C		03/13/2017	OFFICE SOLUTIONS	LABORATORY SUPP/EQUIP	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	16-17	71.58	
						03/13/2017	**0000064472**	**OFFICE SOLUTIONS**								**71.58**
03/13/17	0000064473	C		03/13/2017	ASIAN PACIFIC ISLANDER TRUSTEE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	100.00	
						03/13/2017	**0000064473**	**ASIAN PACIFIC ISLANDER TRUSTEE**								**100.00**
03/13/17	0000064474	A		03/13/2017	AUTOBODY TOOL MART	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	524.06	
						03/13/2017	**0000064474**	**AUTOBODY TOOL MART**								**524.06**
03/13/17	0000064475	A		03/13/2017	CDW-GOVERNMENT INC	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	16-17	1,702.71	
						03/13/2017	**0000064475**	**CDW-GOVERNMENT INC**								**1,702.71**
03/14/17	0000064476	P		03/14/2017	AMAZON	OFFICE SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	16-17	103.34	
						03/14/2017	**0000064476**	**AMAZON**								**103.34**
03/14/17	0000064477	A		03/14/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	3,622.01	

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						03/14/2017	**0000064477**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**3,622.01**
03/14/17	0000064478	A		03/14/2017	LUMEN, INC.	LEARNING MATERIALS	Business Administration	01.0	00000.0	00001	02510	4100	0506000	16-17	31,355.00	
						03/14/2017	**0000064478**	**LUMEN, INC.**								**31,355.00**
03/14/17	0000064479	C		03/14/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	16-17	64.95	
						03/14/2017	**0000064479**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**64.95**
03/14/17	0000064480	A		03/14/2017	RAN GRAPHICS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	16-17	194.44	
						03/14/2017	**0000064480**	**RAN GRAPHICS**								**194.44**
03/14/17	0000064482	A		03/14/2017	VO, CHUONG	REIMBURSEMENT	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	113.79	
						03/14/2017	**0000064482**	**VO, CHUONG**								**113.79**
03/14/17	0000064483	A		03/14/2017	FACULTY ASSOC.OF CA COMMUNITY	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	300.00	
						03/14/2017	**0000064483**	**FACULTY ASSOC.OF CA COMMUNITY COLL**								**300.00**
03/14/17	0000064484	P		03/14/2017	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	16-17	192.88	
						03/14/2017	**0000064484**	**BANK OF AMERICA**								**192.88**
03/16/17	0000064485	A		03/16/2017	ELIAS, VERONICA	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	956.93	
						03/16/2017	**0000064485**	**ELIAS, VERONICA**								**956.93**
03/16/17	0000064486	A		03/16/2017	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	56.77	
						03/16/2017	**0000064486**	**STAPLES ADVANTAGE**								**56.77**
03/16/17	0000064487	C		03/16/2017	SOCIETY FOR THE ACTIVATION OF	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,500.00	

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						03/16/2017	**0000064487**	**SOCIETY FOR THE ACTIVATION OF SOCIAL**								**1,500.00**
03/16/17	0000064488	A		03/16/2017	DAILY TITAN	ADVERTISING	Community Relations	01.3	00000.0	00000	73460	5830	6710000	16-17	450.00	
						03/16/2017	**0000064488**	**DAILY TITAN**								**450.00**
03/16/17	0000064489	A		03/16/2017	ADVANTAGE INTEGRATED MEDIA	ADVERTISING	Community Relations	01.3	00000.0	00000	73460	5830	6710000	16-17	25,828.00	
						03/16/2017	**0000064489**	**ADVANTAGE INTEGRATED MEDIA**								**25,828.00**
03/16/17	0000064490	C		03/16/2017	DAILY 49ER	ADVERTISING	Community Relations	01.3	00000.0	00000	73460	5830	6710000	16-17	1,000.00	
						03/16/2017	**0000064490**	**DAILY 49ER**								**1,000.00**
03/16/17	0000064491	C		03/16/2017	SALLY'S BEAUTY SUPPLY	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	162.63	
						03/16/2017	**0000064491**	**SALLY'S BEAUTY SUPPLY**								**162.63**
03/16/17	0000064492	A		03/16/2017	BARTLOW'S MICROSCOPE AND	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	1,628.65	
						03/16/2017	**0000064492**	**BARTLOW'S MICROSCOPE AND MEDICAL**								**1,628.65**
03/16/17	0000064493	A		03/16/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	178.35	
						03/16/2017	**0000064493**	**GOLDEN STAR TECHNOLOGY INC.**								**178.35**
03/16/17	0000064494	A		03/16/2017	MALIG, JANNET	CATERING SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76613	4550	6190000	16-17	153.98	
						03/16/2017	**0000064494**	**MALIG, JANNET**								**153.98**
03/16/17	0000064495	C		03/16/2017	SAL'S PLUMBING INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	300.45	
						03/16/2017	**0000064495**	**SAL'S PLUMBING INC**								**300.45**
03/16/17	0000064496	P		03/16/2017	AMAZON	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	65.24	

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						03/16/2017	**0000064496**	**AMAZON**								**65.24**
03/16/17	0000064497	A		03/16/2017	DEMCO	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	668.21	
						03/16/2017	**0000064497**	**DEMCO**								**668.21**
03/16/17	0000064498	P		03/16/2017	AMAZON	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	69.99	
						03/16/2017	**0000064498**	**AMAZON**								**69.99**
03/16/17	0000064499	A		03/16/2017	BALLOON WONDERLAND	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	16-17	212.06	
						03/16/2017	**0000064499**	**BALLOON WONDERLAND**								**212.06**
03/16/17	0000064500	A		03/16/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	415.09	
						03/16/2017	**0000064500**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**415.09**
03/16/17	0000064501	C		03/16/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	48.94	
						03/16/2017	**0000064501**	**RODGER'S CATERING**								**48.94**
03/16/17	0000064502	A		03/16/2017	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	364.04	
						03/16/2017	**0000064502**	**POCKET NURSE**								**364.04**
03/16/17	0000064503	C		03/16/2017	DEPARTMENT OF MOTOR VEHICLES	LICENSE/FEES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	50.00	
						03/16/2017	**0000064503**	**DEPARTMENT OF MOTOR VEHICLES**								**50.00**
03/16/17	0000064504	A		03/16/2017	MCKESSON GENERAL MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	145.70	
						03/16/2017	**0000064504**	**MCKESSON GENERAL MEDICAL**								**145.70**
03/16/17	0000064505	C		03/16/2017	STANTON, MICHAEL	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	

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						03/16/2017	**0000064505**	**STANTON, MICHAEL**								**250.00**
03/16/17	0000064506	A		03/16/2017	SPECTRUM CHEMICALS MFG.	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	272.26	
						03/16/2017	**0000064506**	**SPECTRUM CHEMICALS MFG. CORP.**								**272.26**
03/16/17	0000064507	C		03/16/2017	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	16-17	180.30	
						03/16/2017	**0000064507**	**RAN GRAPHICS**								**180.30**
03/16/17	0000064508	A		03/16/2017	LETCO MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	600.31	
						03/16/2017	**0000064508**	**LETCO MEDICAL**								**600.31**
03/16/17	0000064509	P		03/20/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	210.02	
						03/16/2017	**0000064509**	**BANK OF AMERICA**								**210.02**
03/16/17	0000064510	A		03/16/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	16-17	724.55	
						03/16/2017	**0000064510**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**724.55**
03/16/17	0000064511	A		03/16/2017	UNIVERSITY TIMES (CSULA)	ADVERTISING	Community Relations	01.3	00000.0	00000	73460	5830	6710000	16-17	840.00	
						03/16/2017	**0000064511**	**UNIVERSITY TIMES (CSULA)**								**840.00**
03/16/17	0000064512	C		03/16/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	50.00	
						03/16/2017	**0000064512**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**50.00**
03/16/17	0000064513	A		03/16/2017	REAL, YANNICK M	REIMBURSEMENT	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	34.51	
						03/16/2017	**0000064513**	**REAL, YANNICK M**								**34.51**
03/16/17	0000064514	A		03/16/2017	MEGA FAB	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6410	0900000	16-17	59,649.38	

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						03/16/2017	**0000064514**	**MEGA FAB**								**59,649.38**
03/16/17	0000064515	C		03/16/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	637.50	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	3,905.70	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	1,805.00	
							Physical Property-Related	42.1	00000.0	00000	65052	5730	7100000	16-17	10,481.95	
						03/16/2017	**0000064515**	**ATKINSON, ANDELSON, LOYA, RUUD**								**16,830.15**
03/16/17	0000064516	C		03/16/2017	LA MIRADA CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	150.00	
						03/16/2017	**0000064516**	**LA MIRADA CHAMBER OF COMMERCE**								**150.00**
03/16/17	0000064517	C		03/16/2017	ACCJC	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	16-17	634.00	
						03/16/2017	**0000064517**	**ACCJC**								**634.00**
03/17/17	0000064518	C		03/17/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76613	5210	6190000	16-17	495.00	
						03/17/2017	**0000064518**	**CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED**								**495.00**
03/17/17	0000064519	C		03/17/2017	HYATT REGENCY, SACRAMENTO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76613	5210	6190000	16-17	472.40	
						03/17/2017	**0000064519**	**HYATT REGENCY, SACRAMENTO**								**472.40**
03/17/17	0000064520	C		03/17/2017	GREENBERG, BRUCE	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	610.89	
						03/17/2017	**0000064520**	**GREENBERG, BRUCE**								**610.89**
03/17/17	0000064521	A		03/17/2017	BARNES & NOBLE	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	532.45	
						03/17/2017	**0000064521**	**BARNES & NOBLE**								**532.45**

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03/17/17	0000064522	A		03/17/2017	M-F ATHLETIC CO INC	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	6450	0806000	16-17	2,879.96	
						03/17/2017	**0000064522**	**M-F ATHLETIC CO INC**								**2,879.96**
03/17/17	0000064523	A		03/17/2017	HARBOR FREIGHT TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	315.44	
						03/17/2017	**0000064523**	**HARBOR FREIGHT TOOL**								**315.44**
03/17/17	0000064524	A	1	03/22/2017	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	588.00	
						03/17/2017	**0000064524**	**WOODCRAFT**								**588.00**
03/17/17	0000064525	A	1	03/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6460	0501000	16-17	3,877.23	
							Social Sciences	01.0	00000.0	00000	02540	6460	2201000	16-17	5,815.85	
						03/17/2017	**0000064525**	**GOLDEN STAR TECHNOLOGY INC.**								**9,693.08**
03/17/17	0000064526	A		03/17/2017	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6460	0501000	16-17	1,427.59	
							Social Sciences	01.0	00000.0	00000	02540	6460	2201000	16-17	1,744.84	
						03/17/2017	**0000064526**	**KTS NETWORK SOLUTIONS**								**3,172.43**
03/17/17	0000064527	A		03/17/2017	SUNSET INDUSTRIAL PARTS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	73.93	
						03/17/2017	**0000064527**	**SUNSET INDUSTRIAL PARTS**								**73.93**
03/17/17	0000064528	A		03/17/2017	KLINGSPOR'S WOODWORKING	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	120.66	
						03/17/2017	**0000064528**	**KLINGSPOR'S WOODWORKING SHOP**								**120.66**
03/17/17	0000064529	A		03/17/2017	BSN SPORTS	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	6450	0806000	16-17	2,935.31	
						03/17/2017	**0000064529**	**BSN SPORTS**								**2,935.31**

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03/17/17	0000064530	A		03/17/2017	WILSCON CASE	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	4320	0806000	16-17	652.51	
								01.3	00000.0	00000	71600	6450	0806000	16-17	904.80	
						03/17/2017	**0000064530**	**WILSCON CASE**								**1,557.31**
03/18/17	0000064531	A		03/18/2017	AIRGAS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	192.49	
						03/18/2017	**0000064531**	**AIRGAS**								**192.49**
03/18/17	0000064532	A		03/18/2017	SUPREME AUDIO, INC.	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	4320	0806000	16-17	1,222.36	
								01.3	00000.0	00000	71600	6450	0806000	16-17	576.36	
						03/18/2017	**0000064532**	**SUPREME AUDIO, INC.**								**1,798.72**
03/18/17	0000064533	A		03/20/2017	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	6450	1201000	16-17	4,094.84	
						03/18/2017	**0000064533**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**4,094.84**
03/18/17	0000064534	A		03/20/2017	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	6450	1201000	16-17	3,736.92	
								01.3	00000.0	00000	71600	6550	1201000	16-17	5,715.29	
						03/18/2017	**0000064534**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**9,452.21**
03/18/17	0000064535	A		03/20/2017	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	4320	1201000	16-17	896.71	
								01.3	00000.0	00000	71600	6450	1201000	16-17	3,435.73	
						03/18/2017	**0000064535**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**4,332.44**
03/18/17	0000064536	A		03/20/2017	GAUMARD	INSTALLATIONS	Health Professions	01.3	00000.0	00000	71600	5810	1201000	16-17	2,745.67	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6410	1201000	16-17	68,641.83	
						03/18/2017	**0000064536**	**GAUMARD**								**71,387.50**

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03/18/17	0000064537	A		03/20/2017	CLARKE HEALTH CARE PRODUCTS	MEDICAL & LAB SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	6410	1201000	16-17	8,150.81	
								01.3	00000.0	00000	71600	6450	1201000	16-17	4,942.69	
						03/18/2017	**0000064537**	**CLARKE HEALTH CARE PRODUCTS**								**13,093.50**
03/18/17	0000064538	A		03/20/2017	AMERICAN DENTAL ASSOCIATION	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	3,570.00	
						03/18/2017	**0000064538**	**AMERICAN DENTAL ASSOCIATION**								**3,570.00**
03/18/17	0000064539	A		03/20/2017	KI	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	18,175.29	
						03/18/2017	**0000064539**	**KI**								**18,175.29**
03/18/17	0000064540	A		03/20/2017	BRUBAKER, LISA	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	615.50	
						03/18/2017	**0000064540**	**BRUBAKER, LISA**								**615.50**
03/20/17	0000064541	C		03/20/2017	HYATT REGENCY	CONFERENCE AND TRAVEL	Management Information	01.0	00000.0	00000	02260	5210	6780000	16-17	252.88	
						03/20/2017	**0000064541**	**HYATT REGENCY**								**252.88**
03/20/17	0000064542	A		03/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Management Information	01.0	00000.0	00000	02260	5210	6780000	16-17	166.40	
						03/20/2017	**0000064542**	**BANK OF AMERICA**								**166.40**
03/20/17	0000064543	C		03/20/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Accounting	01.0	00000.0	00100	02510	4325	0505000	16-17	1,028.49	
							Secretary-Admin. Assistant	01.0	00000.0	00100	02510	4325	0514000	16-17	1,016.69	
						03/20/2017	**0000064543**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,045.18**
03/20/17	0000064544	A		03/20/2017	RICHARDSON ATHLETICS	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	6450	0806000	16-17	3,594.04	
						03/20/2017	**0000064544**	**RICHARDSON ATHLETICS**								**3,594.04**

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

*** Prior Year Payments**

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03/20/17	0000064545	A		03/20/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	14.00	
						OFFICE SUPPLIES		01.0	00000.0	00000	02530	4320	1201000	16-17	74.76	
						03/20/2017	**0000064545**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**88.76**
03/20/17	0000064546	A		03/20/2017	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	1,306.15	
						03/20/2017	**0000064546**	**OFFICE SOLUTIONS**								**1,306.15**
03/21/17	0000064547	C		03/21/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	98.20	
						03/21/2017	**0000064547**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**98.20**
03/21/17	0000064548	P		03/22/2017	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	71.68	
						03/21/2017	**0000064548**	**AMAZON**								**71.68**
03/21/17	0000064549	A		03/21/2017	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	16-17	1,456.55	
						03/21/2017	**0000064549**	**STAPLES ADVANTAGE**								**1,456.55**
03/21/17	0000064550	P		03/22/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	16-17	280.71	
						03/21/2017	**0000064550**	**BANK OF AMERICA**								**280.71**
03/21/17	0000064551	A		03/22/2017	ALL AMERICAN TROPHY	PLAQUES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	16.86	
						03/21/2017	**0000064551**	**ALL AMERICAN TROPHY**								**16.86**
03/21/17	0000064552	A		03/22/2017	ABELON, AYAKO	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	360.00	
						03/21/2017	**0000064552**	**ABELON, AYAKO**								**360.00**
03/21/17	0000064553	A		03/22/2017	RAN GRAPHICS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	28,703.48	

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						03/21/2017	**0000064553**	**RAN GRAPHICS**								**28,703.48**
03/21/17	0000064554	A		03/22/2017	RHINO TECHNOLOGY	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	182.70	
						03/21/2017	**0000064554**	**RHINO TECHNOLOGY GROUP**								**182.70**
03/21/17	0000064555	A	1	03/25/2017	SCIENCE FIRST	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	342.56	
						03/21/2017	**0000064555**	**SCIENCE FIRST**								**342.56**
03/21/17	0000064556	A		03/22/2017	NOVEDGE LLC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	352.00	
						03/21/2017	**0000064556**	**NOVEDGE LLC**								**352.00**
03/21/17	0000064557	P		03/22/2017	AMAZON	MAPS	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	177.75	
						03/21/2017	**0000064557**	**AMAZON**								**177.75**
03/21/17	0000064558	A		03/22/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	73,346.43	
						03/21/2017	**0000064558**	**GOLDEN STAR TECHNOLOGY INC.**								**73,346.43**
03/21/17	0000064559	P		03/22/2017	AMAZON	BATTERIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	35.30	
						03/21/2017	**0000064559**	**AMAZON**								**35.30**
03/22/17	0000064560	A		03/22/2017	ITC SYSTEMS	OFFICE SUPPLIES	Library	01.0	00000.0	00300	02220	4550	6120000	16-17	4,844.75	
						03/22/2017	**0000064560**	**ITC SYSTEMS**								**4,844.75**
03/22/17	0000064561	A		03/22/2017	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	293.63	
						03/22/2017	**0000064561**	**GOLDEN STAR TECHNOLOGY INC.**								**293.63**
03/22/17	0000064562	A		03/22/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	4,498.73	

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						03/22/2017	**0000064562**	**IMAGE 2000, INC.**								**4,498.73**
03/22/17	0000064563	P		03/22/2017	DIGITRON ELECTRONICS	REPAIRS - AV EQUIPMENT	Media	01.0	00000.0	00000	01220	5630	6130000	16-17	180.00	
						03/22/2017	**0000064563**	**DIGITRON ELECTRONICS**								**180.00**
03/22/17	0000064564	A		03/22/2017	OUTFRONT MEDIA	ADVERTISING	Community Relations	01.3	00000.0	00000	73460	5830	6710000	16-17	5,595.00	
						03/22/2017	**0000064564**	**OUTFRONT MEDIA**								**5,595.00**
03/22/17	0000064565	A		03/22/2017	RAN GRAPHICS	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	16-17	505.38	
						03/22/2017	**0000064565**	**RAN GRAPHICS**								**505.38**
03/22/17	0000064566	A		03/22/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	34,461.70	
						03/22/2017	**0000064566**	**GOLDEN STAR TECHNOLOGY INC.**								**34,461.70**
03/22/17	0000064567	A		03/22/2017	NAPA COUNTY OFFICE OF	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	275.00	
						03/22/2017	**0000064567**	**NAPA COUNTY OFFICE OF EDUCATION**								**275.00**
03/22/17	0000064568	A		03/22/2017	ADVANCED EXERCISE	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	4320	0806000	16-17	3,686.54	
								01.3	00000.0	00000	71600	6450	0806000	16-17	974.99	
						03/22/2017	**0000064568**	**ADVANCED EXERCISE EQUIPMENT**								**4,661.53**
03/22/17	0000064569	C	1	03/28/2017	CPR LADY, THE	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	384.00	
						03/22/2017	**0000064569**	**CPR LADY, THE**								**384.00**
03/22/17	0000064570	C		03/22/2017	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	475.00	
						03/22/2017	**0000064570**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**475.00**

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03/22/17	0000064571	C		03/22/2017	ANAHEIM MAJESTIC GARDEN HOTEL	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	325.82	
						03/22/2017	**0000064571**	**ANAHEIM MAJESTIC GARDEN HOTEL**								**325.82**
03/22/17	0000064572	A		03/23/2017	PATON GROUP, THE	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	243.38	
						03/22/2017	**0000064572**	**PATON GROUP, THE**								**243.38**
03/22/17	0000064573	C		03/22/2017	ACADEMIC SENATE FOR CA COMM	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	2,040.00	
						03/22/2017	**0000064573**	**ACADEMIC SENATE FOR CA COMM COLLEGES**								**2,040.00**
03/22/17	0000064574	C		03/22/2017	EXTENDED STAY AMERICA	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	605.49	
						03/22/2017	**0000064574**	**EXTENDED STAY AMERICA**								**605.49**
03/22/17	0000064575	C		03/22/2017	SAN MATEO MARRIOTT SAN	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	1,274.00	
						03/22/2017	**0000064575**	**SAN MATEO MARRIOTT SAN FRANCISCO AIRPORT**								**1,274.00**
03/22/17	0000064576	P		03/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	151.40	
						03/22/2017	**0000064576**	**BANK OF AMERICA**								**151.40**
03/22/17	0000064577	P		03/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	91.40	
						03/22/2017	**0000064577**	**BANK OF AMERICA**								**91.40**
03/22/17	0000064578	P		03/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Academic-Faculty Senate	01.0	00000.0	00000	01300	5210	6030000	16-17	91.40	
						03/22/2017	**0000064578**	**BANK OF AMERICA**								**91.40**
03/23/17	0000064579	C		03/23/2017	AMERICAN COLLEGE OF SPORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	05600	70200	5210	6190000	16-17	695.00	
						03/23/2017	**0000064579**	**AMERICAN COLLEGE OF SPORTS MEDICINE**								**695.00**

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03/23/17	0000064580	C		03/23/2017	TOWN & COUNTRY RESORT HOTEL &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	05600	70200	5210	6190000	16-17	454.65	
						03/23/2017	**0000064580**	**TOWN & COUNTRY RESORT HOTEL & CONVENTION**								**454.65**
03/23/17	0000064581	A		03/23/2017	ABACUS DATA SYSTEMS, INC	MISCELLANEOUS	Business and Management	01.3	00000.0	04600	70200	6310	0500000	16-17	1,250.00	
						03/23/2017	**0000064581**	**ABACUS DATA SYSTEMS, INC**								**1,250.00**
03/23/17	0000064582	A		03/23/2017	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	16-17	559.75	
						03/23/2017	**0000064582**	**RAN GRAPHICS**								**559.75**
03/23/17	0000064583	A		03/23/2017	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	167.12	
						03/23/2017	**0000064583**	**HOGUE, KATHY**								**167.12**
03/23/17	0000064584	A		03/23/2017	BOUVIER, PAM	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	500.00	
						03/23/2017	**0000064584**	**BOUVIER, PAM**								**500.00**
03/23/17	0000064585	P		03/27/2017	BANK OF AMERICA	FILING SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	20.00	
						03/23/2017	**0000064585**	**BANK OF AMERICA**								**20.00**
03/23/17	0000064586	A		03/23/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	499.88	
						03/23/2017	**0000064586**	**GOLDEN STAR TECHNOLOGY INC.**								**499.88**
03/23/17	0000064587	A		03/23/2017	INTERNATIONAL ASSOCIATION OF	MEMBERSHIPS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	200.00	
						03/23/2017	**0000064587**	**INTERNATIONAL ASSOCIATION OF CHIEFS**								**200.00**
03/23/17	0000064588	A		03/23/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	94.62	
						03/23/2017	**0000064588**	**TCB PRINTING**								**94.62**

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03/23/17	0000064589	A		03/23/2017	OFFICE SOLUTIONS	OFFICE SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	110.76	
						03/23/2017	**0000064589**	**OFFICE SOLUTIONS**								**110.76**
03/23/17	0000064590	A		03/23/2017	ELECTRIC CAR SALES & SERVICE	CARTS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	282.75	
						03/23/2017	**0000064590**	**ELECTRIC CAR SALES & SERVICE INC**								**282.75**
03/23/17	0000064591	A		03/23/2017	PASCO SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	380.63	
						03/23/2017	**0000064591**	**PASCO SCIENTIFIC**								**380.63**
03/23/17	0000064592	P		03/23/2017	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	322.88	
						03/23/2017	**0000064592**	**AMAZON**								**322.88**
03/24/17	0000064593	C		03/24/2017	CALIFORNIA ASSOC OF DENTAL ASSIST	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	505.00	
						03/24/2017	**0000064593**	**CALIFORNIA ASSOC OF DENTAL ASSIST TEACHE**								**505.00**
03/24/17	0000064594	C		03/27/2017	FOUR POINTS BY SHERATON	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	276.08	
						03/24/2017	**0000064594**	**FOUR POINTS BY SHERATON**								**276.08**
03/25/17	0000064595	A		03/24/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	19,781.50	
						03/25/2017	**0000064595**	**CDW-GOVERNMENT INC**								**19,781.50**
03/24/17	0000064596	A		03/24/2017	PATON GROUP, THE	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6410	0900000	16-17	25,867.81	
						03/24/2017	**0000064596**	**PATON GROUP, THE**								**25,867.81**
03/27/17	0000064597	C		03/27/2017	LA COUNTY REGISTRAR-RECOR	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5720	6721000	16-17	242,017.37	
						03/27/2017	**0000064597**	**LA COUNTY REGISTRAR-RECORDER/COUNTY**								**242,017.37**

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03/27/17	0000064598	A		03/28/2017	WARD'S NATURAL SCIENCE ESTAB-	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	1,196.25	
						03/27/2017	**0000064598**	**WARD'S NATURAL SCIENCE ESTAB-**								**1,196.25**
03/27/17	0000064599	A		03/28/2017	SAMY 'S CAMERA	LABORATORY SUPP/EQUIP	Photography	01.0	00000.0	00100	02520	4325	1063000	16-17	1,521.97	
						03/27/2017	**0000064599**	**SAMY 'S CAMERA**								**1,521.97**
03/27/17	0000064600	P		03/29/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Computer Graphics	01.0	00000.0	00100	02520	4325	1030200	16-17	160.80	
						03/27/2017	**0000064600**	**BANK OF AMERICA**								**160.80**
03/27/17	0000064601	P		03/29/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Computer Graphics	01.0	00000.0	00100	02520	4325	1030200	16-17	295.50	
						03/27/2017	**0000064601**	**BANK OF AMERICA**								**295.50**
03/27/17	0000064602	A		03/28/2017	CHEMICAL CONSULTANTS	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	16-17	110.54	
						03/27/2017	**0000064602**	**CHEMICAL CONSULTANTS**								**110.54**
03/27/17	0000064603	A		03/28/2017	ALL AMERICAN TROPHY	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	13.05	
						03/27/2017	**0000064603**	**ALL AMERICAN TROPHY**								**13.05**
03/27/17	0000064604	A		03/28/2017	NETSCOUT SYSTEMS, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	1,653.00	
						03/27/2017	**0000064604**	**NETSCOUT SYSTEMS, INC.**								**1,653.00**
03/27/17	0000064605	A		03/28/2017	ULINE	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	116.22	
						SAFETY SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	278.73	
						03/27/2017	**0000064605**	**ULINE**								**394.95**
03/27/17	0000064606	A		03/28/2017	4IMPRINT	ADVERTISING	Foster Care	01.3	00000.0	00000	75900	5830	1305700	16-17	1,686.57	

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						03/27/2017	**0000064606**	**4IMPRINT**								**1,686.57**
03/27/17	0000064607	P		03/29/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	24.99	
						03/27/2017	**0000064607**	**AMAZON**								**24.99**
03/27/17	0000064608	A		03/28/2017	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	65.21	
						03/27/2017	**0000064608**	**STAPLES ADVANTAGE**								**65.21**
03/27/17	0000064609	C		03/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	379.88	
						03/27/2017	**0000064609**	**BANK OF AMERICA**								**379.88**
03/27/17	0000064610	C		03/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	131.94	
						03/27/2017	**0000064610**	**BANK OF AMERICA**								**131.94**
03/27/17	0000064611	C		03/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	123.94	
						03/27/2017	**0000064611**	**BANK OF AMERICA**								**123.94**
03/27/17	0000064612	C		03/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	247.88	
						03/27/2017	**0000064612**	**BANK OF AMERICA**								**247.88**
03/27/17	0000064613	A		03/28/2017	CAREER TRACK SEMINARS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	149.00	
						03/27/2017	**0000064613**	**CAREER TRACK SEMINARS**								**149.00**
03/28/17	0000064614	A		03/28/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	26.10	
						03/28/2017	**0000064614**	**TCB PRINTING**								**26.10**
03/28/17	0000064615	A		03/28/2017	WHITTIER FERTILIZER	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,387.18	

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						03/28/2017	**0000064615**	**WHITTIER FERTILIZER COMPANY**								**1,387.18**
03/28/17	0000064616	A		03/29/2017	PRIMEX	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	487.09	
						03/28/2017	**0000064616**	**PRIMEX**								**487.09**
03/28/17	0000064617	P		03/29/2017	AMAZON	OFFICE SUPPLIES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	9.99	
						03/28/2017	**0000064617**	**AMAZON**								**9.99**
03/28/17	0000064618	A		03/29/2017	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	7,935.00	
						03/28/2017	**0000064618**	**PREFERRED LANDSCAPE, INC.**								**7,935.00**
03/28/17	0000064619	A		03/29/2017	IMPERIAL PAVING CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6120	7100000	16-17	450.00	
						03/28/2017	**0000064619**	**IMPERIAL PAVING CO., INC.**								**450.00**
03/28/17	0000064620	A		03/29/2017	OFFICE SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	468.70	
						03/28/2017	**0000064620**	**OFFICE SOLUTIONS**								**468.70**
03/28/17	0000064621	A		03/29/2017	WHITTIER FERTILIZER	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,044.00	
						03/28/2017	**0000064621**	**WHITTIER FERTILIZER COMPANY**								**1,044.00**
03/28/17	0000064622	A		03/28/2017	AMERICAN ASSOCIATION OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	855.00	
						03/28/2017	**0000064622**	**AMERICAN ASSOCIATION OF COMMUNITY COLLEG**								**855.00**
03/28/17	0000064623	C		03/28/2017	HYATT PLACE UC DAVIS	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	167.08	
						03/28/2017	**0000064623**	**HYATT PLACE UC DAVIS**								**167.08**
03/28/17	0000064624	C	1	03/30/2017	BOARD OF GOVERNORS ,	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	5210	6330000	16-17	550.00	

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						03/28/2017	**0000064624**	**BOARD OF GOVERNORS ,**								**550.00**
03/28/17	0000064625	A		03/28/2017	HOME DEPOT CREDIT SERVICES	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	414.49	
						03/28/2017	**0000064625**	**HOME DEPOT CREDIT SERVICES**								**414.49**
03/28/17	0000064626	A		03/28/2017	HAWORTH, INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6460	0501000	16-17	2,654.59	
							Social Sciences	01.0	00000.0	00000	02540	6460	2201000	16-17	4,152.05	
						03/28/2017	**0000064626**	**HAWORTH, INC.**								**6,806.64**
03/28/17	0000064627	A		03/28/2017	ZOGICS	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	4320	0801000	16-17	228.39	
						03/28/2017	**0000064627**	**ZOGICS**								**228.39**
03/28/17	0000064628	A		03/30/2017	GLAZE, CHET	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						03/28/2017	**0000064628**	**GLAZE, CHET**								**250.00**
03/28/17	0000064629	A		03/30/2017	LIEBERT CASSIDY WHITMORE	CONTRACTED SERVICES	Human Resources	01.3	00000.0	00000	73460	5810	6730000	16-17	1,750.00	
						03/28/2017	**0000064629**	**LIEBERT CASSIDY WHITMORE**								**1,750.00**
03/28/17	0000064630	A		03/30/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	330.00	
						03/28/2017	**0000064630**	**TOTAL RECALL CAPTIONING, INC.**								**330.00**
03/28/17	0000064631	A		03/30/2017	RICHARDSON, CHRIS	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	170.00	
						03/28/2017	**0000064631**	**RICHARDSON, CHRIS**								**170.00**
03/28/17	0000064632	A		03/30/2017	FISHER, CHELENA	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	211.04	
						03/28/2017	**0000064632**	**FISHER, CHELENA**								**211.04**

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03/28/17	0000064633	P		03/29/2017	BANK OF AMERICA	ADVERTISING	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	16-17	223.13	
						03/28/2017	**0000064633**	**BANK OF AMERICA**								**223.13**
03/28/17	0000064634	A		03/30/2017	WEST GROVE TROPHY	AWARDS/CERTIFICATES	Foster Care	39.6	00000.0	00000	76500	4550	1305700	16-17	42.51	
						03/28/2017	**0000064634**	**WEST GROVE TROPHY**								**42.51**
03/28/17	0000064635	A		03/28/2017	1-WORLD GLOBES & MAPS	MAPS	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	434.89	
						03/28/2017	**0000064635**	**1-WORLD GLOBES & MAPS**								**434.89**
03/28/17	0000064636	A		03/30/2017	RICHARDSON, CHRIS	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	330.00	
						03/28/2017	**0000064636**	**RICHARDSON, CHRIS**								**330.00**
03/28/17	0000064637	A		03/30/2017	ACHRO/EEO	MEMBERSHIPS	Human Resources	01.3	00000.0	00000	74500	5310	6730000	16-17	350.00	
						03/28/2017	**0000064637**	**ACHRO/EEO**								**350.00**
03/28/17	0000064638	A		03/28/2017	JOSTENS, INC.	GRADUATION SUPPLIES	Instr Admin-Graduatio	01.0	00000.0	00000	03100	4370	6091000	16-17	9,817.90	
						03/28/2017	**0000064638**	**JOSTENS, INC.**								**9,817.90**
03/28/17	0000064639	A		03/28/2017	MILLER KIRK BRIAN	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	2,000.00	
						03/28/2017	**0000064639**	**MILLER KIRK BRIAN**								**2,000.00**
03/28/17	0000064640	A		03/29/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	300.00	
						03/28/2017	**0000064640**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**300.00**
03/28/17	0000064641	C		03/29/2017	SACRAMENTO MARRIOTT RANCHO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	1,439.84	
						03/28/2017	**0000064641**	**SACRAMENTO MARRIOTT RANCHO CORDOVA**								**1,439.84**

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03/29/17	0000064642	A		03/29/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,347.50	
						03/29/2017	**0000064642**	**US BANK EQUIPMENT FINANCE**								**8,347.50**
03/29/17	0000064643	A		03/29/2017	MATTISON, EVELYN	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	1,901.11	
						03/29/2017	**0000064643**	**MATTISON, EVELYN**								**1,901.11**
03/29/17	0000064644	A		03/29/2017	MANUFACTURING SKILL STANDARDS	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	14,880.00	
						03/29/2017	**0000064644**	**MANUFACTURING SKILL STANDARDS COUNCIL**								**14,880.00**
03/29/17	0000064645	C		03/29/2017	LA MIRADA COMMUNITY	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	40.00	
						03/29/2017	**0000064645**	**LA MIRADA COMMUNITY FOUNDATION**								**40.00**
03/30/17	0000064646	A		03/30/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	CIS	01.3	00000.0	04100	70200	6450	0700000	16-17	18,032.72	
						MAINTENANCE AGREEMENTS		01.3	00000.0	04100	70200	6450	0700000	16-17	3,255.00	
						MISCELLANEOUS		01.3	00000.0	04100	70200	6450	0700000	16-17	126.00	
						03/30/2017	**0000064646**	**GOLDEN STAR TECHNOLOGY INC.**								**21,413.72**
03/30/17	0000064647	P		03/30/2017	AMAZON	MISCELLANEOUS	Education	01.3	00000.0	05600	70200	4320	0800000	16-17	364.72	
						03/30/2017	**0000064647**	**AMAZON**								**364.72**
03/30/17	0000064648	P		03/30/2017	AMAZON	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	16-17	161.64	
						03/30/2017	**0000064648**	**AMAZON**								**161.64**
03/30/17	0000064649	A		03/30/2017	PACIFIC PARKING SYSTEMS INC.	NON-INSTRUCTIONAL SUPPLIES	Campus Police	01.0	00000.0	00000	03700	6420	6795000	16-17	39,384.91	
						03/30/2017	**0000064649**	**PACIFIC PARKING SYSTEMS INC.**								**39,384.91**

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03/30/17	0000064650	A		03/30/2017	CALIFORNIA LAW ENFORCEMENT	MEMBERSHIPS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	50.00	
						03/30/2017	**0000064650**	**CALIFORNIA LAW ENFORCEMENT ASSOCIATION**								**50.00**
03/30/17	0000064651	A		03/30/2017	RAN GRAPHICS	PRINTING SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	491.33	
						03/30/2017	**0000064651**	**RAN GRAPHICS**								**491.33**
03/30/17	0000064652	A		03/30/2017	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	306.99	
						03/30/2017	**0000064652**	**STAPLES ADVANTAGE**								**306.99**
03/30/17	0000064653	A		03/30/2017	FERNANDEZ, CHRISTINA	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	16-17	468.32	
						03/30/2017	**0000064653**	**FERNANDEZ, CHRISTINA**								**468.32**
03/30/17	0000064654	A		03/30/2017	EMEDCO INC.	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	81.95	
						03/30/2017	**0000064654**	**EMEDCO INC.**								**81.95**
03/30/17	0000064655	A		03/30/2017	SAATIPRINT	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	16-17	328.82	
						03/30/2017	**0000064655**	**SAATIPRINT**								**328.82**
03/30/17	0000064656	P		03/30/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	65.88	
						03/30/2017	**0000064656**	**BANK OF AMERICA**								**65.88**
03/30/17	0000064657	A		03/30/2017	USI EDUCATION AND GOVERMENT SALES	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	16-17	41.56	
						03/30/2017	**0000064657**	**USI EDUCATION AND GOVERMENT SALES**								**41.56**
03/30/17	0000064658	P		03/30/2017	AMAZON	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	57.49	
						03/30/2017	**0000064658**	**AMAZON**								**57.49**

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03/30/17	0000064659	A		03/30/2017	TACOS-TACOS A DOMICILIO	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	16-17	1,400.00	
						03/30/2017	**0000064659**	**TACOS-TACOS A DOMICILIO**								**1,400.00**
03/30/17	0000064660	A		03/30/2017	GAUGER, KURT	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
						03/30/2017	**0000064660**	**GAUGER, KURT**								**250.00**
03/30/17	0000064661	A		03/30/2017	COMMUNITY COLLEGE LEAGUE of	ADVERTISING	Human Resources	01.3	00000.0	07001	73460	4550	6730000	16-17	1,500.00	
						03/30/2017	**0000064661**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**1,500.00**
03/31/17	0000064662	A		03/31/2017	DOUBLETREE BY HILTON	CONTRACTED SERVICES	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	5810	6320000	16-17	796.06	
						03/31/2017	**0000064662**	**DOUBLETREE BY HILTON**								**796.06**
03/09/17	13C0105D	A		03/09/2017	AIKEN, MALLERY K. II	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	6,000.00	
						03/09/2017	**13C0105D**	**AIKEN, MALLERY K. II**								**6,000.00**
03/03/17	13P015-07	A		03/03/2017	S & K ENGINEERS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	6,500.00	
						03/03/2017	**13P015-07**	**S & K ENGINEERS**								**6,500.00**
03/16/17	14P005-25	A		03/16/2017	DAVID EVANS & ASSOCIATES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65061	6130	7100000	16-17	5,600.00	
						03/16/2017	**14P005-25**	**DAVID EVANS & ASSOCIATES, INC. dba:**								**5,600.00**
03/16/17	14P005-26	A		03/16/2017	DAVID EVANS & ASSOCIATES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6220	7100000	16-17	109,300.00	
						03/16/2017	**14P005-26**	**DAVID EVANS & ASSOCIATES, INC. dba:**								**109,300.00**
03/16/17	14P005-27	A		03/16/2017	DAVID EVANS & ASSOCIATES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65061	6120	7100000	16-17	4,200.00	
						03/16/2017	**14P005-27**	**DAVID EVANS & ASSOCIATES, INC. dba:**								**4,200.00**

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03/16/17	14P010-21	A		03/16/2017	CONVERSE CONSULTANTS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	291,935.00	
						03/16/2017	**14P010-21**	**CONVERSE CONSULTANTS**								**291,935.00**
03/16/17	14P011-09	A		03/16/2017	KOURY ENGINEERING &	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	681,905.00	
						03/16/2017	**14P011-09**	**KOURY ENGINEERING & TESTING, INC.**								**681,905.00**
03/13/17	15C0205	A		03/13/2017	SIRSIDYNIX CORPORATION	CONTRACTED SERVICES	Library	39.1	00000.0	00000	79870	4320	6120000	16-17	161,523.00	
						03/13/2017	**15C0205**	**SIRSIDYNIX CORPORATION**								**161,523.00**
03/23/17	16C0112	A		03/23/2017	FIERRO, KRYSTAL	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	225.00	
						03/23/2017	**16C0112**	**FIERRO, KRYSTAL**								**225.00**
03/23/17	16C0113	A		03/23/2017	CERVANTES, EUFEMIA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	225.00	
						03/23/2017	**16C0113**	**CERVANTES, EUFEMIA**								**225.00**
03/08/17	16C0120	A		03/08/2017	MEYER-EVERHART, VENEA	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70261	5810	6190000	16-17	65,000.00	
						03/08/2017	**16C0120**	**MEYER-EVERHART, VENEA**								**65,000.00**
03/08/17	16C0122	A		03/08/2017	ARREOLA, VICTOR	CONTRACTED SERVICES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	5810	0909000	16-17	65,000.00	
						03/08/2017	**16C0122**	**ARREOLA, VICTOR**								**65,000.00**
03/20/17	16C0152	A		03/20/2017	TARGETED COMMUNICATIONS	CONSULTANTS	General Administration	69.4	00000.0	00000	01200	5810	6006000	16-17	7,650.00	
						03/20/2017	**16C0152**	**TARGETED COMMUNICATIONS**								**7,650.00**
03/02/17	16C0163	A		03/02/2017	FACILITIES PLANNING &	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65004	6120	7100000	16-17	12,000.00	
						03/02/2017	**16C0163**	**FACILITIES PLANNING & CONSULTING SERVICE**								**12,000.00**

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03/23/17	16C0170	A		03/23/2017	CERRITOS COLLEGE FOUNDATION, THE	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	3,600.00	
						03/23/2017	**16C0170**	**CERRITOS COLLEGE FOUNDATION, THE**								**3,600.00**
03/15/17	16C0172	A		03/15/2017	AFFORDABLE HOME SERVICES, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	12,731.00	
						03/15/2017	**16C0172**	**AFFORDABLE HOME SERVICES, INC.**								**12,731.00**
03/23/17	16FC0035	A		03/23/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	23,785.00	
						03/23/2017	**16FC0035**	**INTEGRATED INTERIORS, INC.**								**23,785.00**
03/06/17	16FC0040	A		03/06/2017	DEL RIO, MARTHA A.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	23,391.94	
						03/06/2017	**16FC0040**	**DEL RIO, MARTHA A.**								**23,391.94**
03/23/17	16P006-01	A		03/23/2017	SOUTHERN CALIFORNIA	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	1,094,900.00	
						03/23/2017	**16P006-01**	**SOUTHERN CALIFORNIA GRADING, INC.**								**1,094,900.00**
03/23/17	16P006-02	A		03/23/2017	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	2,009,000.00	
						03/23/2017	**16P006-02**	**VERNE'S PLUMBING**								**2,009,000.00**
03/23/17	16P006-03	A		03/23/2017	K.A.R. CONSTRUCTION	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	7,924,000.00	
						03/23/2017	**16P006-03**	**K.A.R. CONSTRUCTION**								**7,924,000.00**
03/23/17	16P006-04	A		03/23/2017	ANDERSON CHARNESKY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	7,079,000.00	
						03/23/2017	**16P006-04**	**ANDERSON CHARNESKY STRUCTURAL STEEL, INC**								**7,079,000.00**
03/23/17	16P006-05	A		03/23/2017	K&Z CABINET CO. INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	378,580.00	
						03/23/2017	**16P006-05**	**K&Z CABINET CO. INC**								**378,580.00**

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03/23/17	16P006-06	A		03/23/2017	BEST CONTRACTING SERVICES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	1,976,260.00	
						03/23/2017	**16P006-06**	**BEST CONTRACTING SERVICES, INC.**								**1,976,260.00**
03/23/17	16P006-09	A		03/23/2017	BEST CONTRACTING SERVICES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	2,262,460.00	
						03/23/2017	**16P006-09**	**BEST CONTRACTING SERVICES, INC.**								**2,262,460.00**
03/23/17	16P006-15	A		03/23/2017	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	2,380,000.00	
						03/23/2017	**16P006-15**	**INLAND BUILDING CONSTRUCTION CO., INC**								**2,380,000.00**
03/23/17	16P006-17	A		03/23/2017	COUTS HEATING AND COOLING, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	4,237,000.00	
						03/23/2017	**16P006-17**	**COUTS HEATING AND COOLING, INC.**								**4,237,000.00**
03/23/17	16P006-18	A		03/23/2017	TAFT ELECTRIC COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	5,356,443.00	
						03/23/2017	**16P006-18**	**TAFT ELECTRIC COMPANY**								**5,356,443.00**
03/23/17	16P007-06	A		03/23/2017	HARWOOD CONSTRUCTION,	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	800,000.00	
						03/23/2017	**16P007-06**	**HARWOOD CONSTRUCTION, INC.**								**800,000.00**
03/29/17	53435C	A		03/29/2017	CS & ASSOCIATES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6220	7100000	16-17	7,503.44	
						03/29/2017	**53435C**	**CS & ASSOCIATES, INC.**								**7,503.44**
03/03/17	63126A	A		03/03/2017	KMEX - UNIVISON ONLINE	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	10,000.00	
						03/03/2017	**63126A**	**KMEX - UNIVISON ONLINE**								**10,000.00**
03/13/17	64053A	C		03/13/2017	LAGUNA CLAY COMPANY	AUDIT SERVICES	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	1,246.30	
						03/13/2017	**64053A**	**LAGUNA CLAY COMPANY**								**1,246.30**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
03/21/17	64343A	P		03/21/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	16-17	111.72	
						03/21/2017	**64343A**	**AMAZON**								**111.72**
03/21/17	64369A	P		03/21/2017	AMAZON	MAPS	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	213.30	
						03/21/2017	**64369A**	**AMAZON**								**213.30**
03/06/17	APO160307A	A		03/06/2017	YANKEE BOOK PEDDLER, INC.	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	6,190.22	
						03/06/2017	**APO160307A**	**YANKEE BOOK PEDDLER, INC.**								**6,190.22**
03/06/17	APO160312A	A		03/06/2017	YANKEE BOOK PEDDLER, INC.	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	10,284.30	
						03/06/2017	**APO160312A**	**YANKEE BOOK PEDDLER, INC.**								**10,284.30**
03/08/17	APO160428	A		03/08/2017	AIRGAS USA, LLC	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	1,000.00	
						03/08/2017	**APO160428**	**AIRGAS USA, LLC**								**1,000.00**
03/21/17	APO160429	A		03/22/2017	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,000.00	
						03/21/2017	**APO160429**	**BANK OF AMERICA**								**1,000.00**
03/21/17	APO160430	A		03/22/2017	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,000.00	
						03/21/2017	**APO160430**	**BANK OF AMERICA**								**1,000.00**
03/23/17	APO160431	A		03/23/2017	LACMTA/METRO MAIL	NON-INSTRUCTIONAL SUPPLIES	Trnsfers & Pymnts to/for	01.3	00000.0	03000	71200	7610	7300000	16-17	3,540.00	
						03/23/2017	**APO160431**	**LACMTA/METRO MAIL**								**3,540.00**

Total by District : 64360 **38,340,457.68** **38,340,457.68**

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: **May 3, 2017**
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 Approval of Contracts Under $25,000 for the Month of March 2017

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of March 2017.

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

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of March 2017 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
March 2017 – Contracts Under $25,000

Consideration of Approval of New/Amended Contracts Under $25,000
for the Month of March 2017

NEW CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
16C0165**						
16C0166	Children's Dental Group	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	02/24/2017	02/23/2022	No Cost	Health Occupations
16C0167	Norwalk Dental Associates	Contractor to provice clinical/practicum experiences for students enrolled in the Dental Assisting program.	03/06/2017	03/05/2022	No Cost	Health Occupations
16C0168*						
16C0169*						
16C0170	Cerritos College Foundation	Contractor to provide an 18-hour Business Communication and Time Management seminar for Professional Development of the Fiscal Services staff.	03/24/2017	06/30/2017	$ 3,600.00	Fiscal Services
16C0172	Affordable Home Services, Inc.	Contractor to provide insurance for the motorcycle students and motorcycle instructors.	02/21/2016	02/20/2017	$ 12,731.00	Community Education
16C0173	SELACO WDB	Subgrantee agreement for Pathway Development activities for the AMETLL Grant	01/01/2017	06/30/2017	$ 24,407.00	Technology
16C0174	CDIC - Cosmetic and Dental Implant Center	Contractor to provide clinical/practicum experiences for the students enrolled in the Dental Assisting program.	03/08/2017	03/07/2022	No Cost	Health Occupations
16C0175	Knott's Berry Farm	Contractor to provide venue for the Veteran's Military Ball	05/06/2017	05/06/2017	$ 11,126.50	Counseling/Stu Act
16C0176	CSULB Veterans Services	Contractor to provide a half day presentation on awareness and train-the-trainer. Included is a one year consultation service for the purposes of establishing the VET NET Ally program and steering committee.	05/05/2017	05/04/2018	$ 1,000.00	Human Resources
16C0177	Bellflower Unified School District	Memorandum of Understanding between Bellflower Unified School District and Cerritos College to provide dual enrollment courses at designated high schools.	06/01/2017	06/30/2019	No Cost	Educational Partnerships
16C0178	Norwalk-La Mirada Unified School District	Memorandum of Understanding between Norwalk-La Mirada Unified School District and Cerritos College to provide dual enrollment courses at designated high schools.	06/01/2017	06/30/2019	No Cost	Educational Partnerships
16C0179	Chris Benner	Contractor to provide guest speaker services for the Career Technical Education Advisory Committee annual breakfast.	04/12/2017	04/12/2017	$ 2,500.00	Perkins
					$ 55,364.50	

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

** No contract was issued under this contract number

*** Pending

****For tracking purposes only

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 Approval of Agreement with ABC Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium**

ACTION
It is recommended that the Board of Trustees approve the agreement with ABC Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $62,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

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
ABC UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SUBCONTRACT AS PART OF THE PARTNERSHIP FOR ADULT ACADEMIC AND CAREER EDUCATION REGIONAL CONSORTIUM
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education

Purpose: Cerritos College was awarded an Adult Education Block Grant (AEBG) to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into agreements with participating school districts to develop and coordinate activities as prescribed by the grant.

At this time, Cerritos College wishes to subcontract with ABC Unified School District to provide support for ABC Adult School staff members to participate in the planning phase of the data and accountability plan, carry out objectives and activities, and provide support to faculty, administrators and staff to attend the data and accountability training and professional development conference.

Period: The time period will be from May 4, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 16C0187 – ABC Unified School District

Cerritos College **DRAFT**

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
ABC UNIFIED SCHOOL DISTRICT
FOR
THE ADULT EDUCATION BLOCK GRANT (AEBG)

Contract No. 16C0187

This Subgrantee Agreement ("Agreement") is made and entered on **May, 4 2017**, 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 **ABC Unified School District**, (herein after referred to as "ABCUSD" or "Subgrantee"), a School District with its principal place of business at 16700 Norwalk Blvd., Cerritos, CA 90703, in response to the **Adult Education Block Grant** ("Grant") received by District. District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 District shall subcontract with ABCUSD to provide support for administrators, faculty, and staff members to participate in the Partnership for Adult Academic and Career Education Regional Consortium (PAACE).

1.2 Subgrantee shall participate in the planning of the data and accountability plan, carry out objectives and activities as per the plan, and attend the data and accountability training and professional conference.

1.3 Subgrantee shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **May 4, 2017**, and end on **June 30, 2018**. 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 Subgrantee as itemized below, subject to the **Not-To-Exceed amount of SIXTY TWO THOUSAND NINE HUNDRED AND 00/100 DOLLARS** (**$62,900.00**)**:**

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.

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 an 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

Graciela Vasquez
Associate Dean of Adult Education
and Diversity Programs
Tel: (562) 860-2451 ext. 2490

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

Fax: (562) 467-5020

ABC UNIFIED SCHOOL DISTRICT:

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]

DRAFT

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

ABC UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 Approval of Agreement with Downey Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium

ACTION

It is recommended that the Board of Trustees approve the agreement with Downey Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $50,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

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
DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SUBCONTRACT AS PART OF THE PARTNERSHIP FOR ADULT ACADEMIC AND CAREER EDUCATION REGIONAL CONSORTIUM

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

Purpose: Cerritos College was awarded an Adult Education Block Grant (AEBG) to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into agreements with participating school districts to develop and coordinate activities as prescribed by the grant.

At this time, Cerritos College wishes to subcontract with Downey Unified School District to provide support for Downey Adult School staff members to participate in the planning phase of the data and accountability plan, carry out objectives and activities, and provide support to faculty, administrators and staff to attend the data and accountability training and professional development conference.

Period: The time period will be from May 4, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 16C0185 – Downey Unified School District

Cerritos College **DRAFT**

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
DOWNEY UNIFIED SCHOOL DISTRICT
FOR
THE ADULT EDUCATION BLOCK GRANT (AEBG)

Contract No. 16C0185

This Subgrantee Agreement ("Agreement") is made and entered on **May 4, 2017**, 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 **Downey Unified School District**, (herein after referred to as "DUSD" or "Subgrantee"), a School District with its principal place of business at 12340 Woodruff Ave., Downey, CA 90241, in response to the **Adult Education Block Grant** ("Grant") received by District. District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 District shall subcontract with DUSD to provide support for administrators, faculty, and staff members to participate in the Partnership for Adult Academic and Career Education Regional Consortium (PAACE).

1.2 Subgrantee shall participate in the planning of the data and accountability plan, carry out objectives and activities as per the plan, and attend the data and accountability training and professional conference.

1.3 Subgrantee shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **May 4, 2017**, and end on **June 30, 2018**. 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 Subgrantee as itemized below, subject to the **Not-To-Exceed amount of FIFTY THOUSAND NINE HUNDRED AND 00/100 DOLLARS** (**$50,900.00**)**:**

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.

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 an 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

Graciela Vasquez
Associate Dean of Adult Education
and Diversity Programs
Tel: (562) 860-2451 ext. 2490

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

Fax: (562) 467-5020

DOWNEY UNIFIED SCHOOL DISTRICT:

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]

DRAFT

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

DOWNEY UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 Approval of Agreement with Norwalk-La Mirada Unified School District for the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium

ACTION
It is recommended that the Board of Trustees approve the agreement with Norwalk-La Mirada Unified School District for a subcontract as part of the Partnership for Adult Academic and Career Education (PAACE) Regional Consortium which is funded by the Adult Education Block Grant (AEBG) through the California Community Colleges Chancellor's Office.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $38,900; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium.

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
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SUBCONTRACT AS PART OF THE PARTNERSHIP FOR ADULT ACADEMIC AND CAREER EDUCATION REGIONAL CONSORTIUM
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education

Purpose: Cerritos College was awarded an Adult Education Block Grant (AEBG) to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into agreements with participating school districts to develop and coordinate activities as prescribed by the grant.

At this time, Cerritos College wishes to subcontract with Norwalk-La Mirada Unified School District to provide support for Norwalk-La Mirada Adult School staff members to participate in the planning phase of the data and accountability plan, carry out objectives and activities, and provide support to faculty, administrators and staff to attend the data and accountability training and professional development conference.

Period: The time period will be from May 4, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 16C0186 – Norwalk-La Mirada Unified School District

Cerritos College **DRAFT**

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
FOR
THE ADULT EDUCATION BLOCK GRANT (AEBG)

Contract No. 16C0186

This Subgrantee Agreement ("Agreement") is made and entered on **May 4, 2017**, 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 **Norwalk-La Mirada Unified School District,** (herein after referred to as "NLMUSD" or "Subgrantee"), a School District with its principal place of business at 12820 Pioneer Blvd., Norwalk, CA 90650, in response to the **Adult Education Block Grant** ("Grant") received by District. District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 District shall subcontract with NLMUSD to provide support for administrators, faculty, and staff members to participate in the Partnership for Adult Academic and Career Education Regional Consortium (PAACE).

1.2 Subgrantee shall participate in the planning of the data and accountability plan, carry out objectives and activities as per the plan, and attend the data and accountability training and professional conference.

1.3 Subgrantee shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **May 4, 2017**, and end on **June 30, 2018**. 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 Subgrantee as itemized below, subject to the **Not-To-Exceed amount of THIRTY EIGHT THOUSAND NINE HUNDRED SIXTY EIGHT AND 00/100 DOLLARS ($38,900.00):**

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.

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 an 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

Graciela Vasquez
Associate Dean of Adult Education
and Diversity Programs
Tel: (562) 860-2451 ext. 2490

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

Fax: (562) 467-5020

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT:

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]

DRAFT

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

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 the Amendment to the Agreement with the Los Angeles Universal Preschool (LAUP) for the CSPP Quality Improvement Block Grant**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with the Los Angeles Universal Preschool ("LAUP") for the CSPP Quality Improvement Block Grant.

FISCAL IMPACT
Cerritos College will continue to receive funding in the amount of $38,000; funding is made possible through the California Department of Education through the CSPP QRIS Block Grant which was received by the Los Angeles County of Education ("LACOE"). LACOE is the administrative agent for the funding in collaboration with the Los Angeles County Office of Child Care and LAUP. 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
LOS ANGELES UNIVERSAL PRESCHOOL (LAUP)
CSPP QUALITY IMPROVEMENT BLOCK GRANT
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: On November 5, 2015, Cerritos College entered into an agreement with the Los Angeles Universal Preschool ("LAUP") whereby LAUP will provide funding to the Child Development Center to improve and/or maintain the quality of its program via technical assistance, coaching, professional development, and incentives based upon its QR Tier position on the Quality Continuum Framework – Hybrid Rating Matrix. The time period of the agreement was from November 6, 2015 through September 30, 2016.

At this time, LAUP wishes to amend the agreement with Cerritos College to extend the end date of the agreement to June 30, 2017. There will be no other changes to any of the other terms and conditions of the agreement.

Period: The amended time period of the agreement will be from November 6, 2015 through June 30, 2017.

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

ATTACHMENT(S)
Amendment No. 1 to Contract No. 15C0090 – Los Angeles Universal Preschool
Contract No. 15C0090 – Los Angeles Universal Preschool

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the ____day of _____ by and between Los Angeles Universal Preschool ("LAUP") and **Cerritos College – Cerritos College Child Development Center** ("Grantee") (hereinafter collectively referred hereto as the "Parties").

WHEREAS, the Parties entered into an agreement dated November 13, 2015 (the "Agreement") specifying the responsibilities assumed by LAUP and the Provider.

WHEREAS, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Section 1 is amended to read as follows**:

1.1 Term. This Grant and all Exhibits attached shall become effective upon the last date of execution ("Effective Date") and shall end on June 30, 2017. Either party may terminate this Agreement for any reason with written notice.

1.4 Return of Funds. LAUP may request, and the Grantee shall remit within 30 days if requested, any unallowed expenditures not made in accordance with Expenditure Guidelines (Exhibit F) or for any non-compliance with the terms of this Agreement.

1.5 Loss of State Preschool. Grantee shall notify LAUP in writing if it loses its CSPP contract with CDE or decides to no longer participate in the Grant. Grantee also agrees that services to the affected Programs will be terminated upon written notification.

OTHER TERMS OF THE AGREEMENT: The parties agree that all other terms, conditions and obligations of the Agreement remain in effect throughout the term of the Agreement except for those provisions of the Agreement that are directly contradicted by this Amendment, in which event the terms of this Amendment shall control.

IN WITNESS THEREOF, the Parties have entered into this Amendment as of the day and year first written above.

For Grantee:

_____
Authorized Signature

_____
Printed Name

_____
Date

For Los Angeles Universal Preschool:

_____
Los Angeles Universal Preschool

_____
Date

15C0090

LOS ANGELES UNIVERSAL PRESCHOOL
CSPP QUALITY IMPROVEMENT BLOCK GRANT

This California State Preschool Program (CSPP) Quality Improvement Block Grant ("Grant" or "Agreement") is entered into effective as of the last date of execution set forth below by and between **Cerritos Community College** operating a State Preschool Program under the name **Cerritos College Child Development Center** located at 11110 Alondra Blvd., Norwalk, CA 90650 ("Grantee"), a licensed California State Preschool provider and **Los Angeles Universal Preschool**, a California non-profit public benefit corporation, ("LAUP"), with its principal place of business at 888 S. Figueroa St., Suite 800, Los Angeles, CA 90017 (each individually a "Party", and collectively the "Parties").

RECITALS

WHEREAS, The Los Angeles County Office of Education ("LACOE") was awarded funding by the California Department of Education ("CDE") for the CSPP QRIS Block Grant ("Grant") to improve the quality of State Preschool programs in LA County and will administer the Grant in collaboration with the Los Angeles County Office of Child Care ("OCC") and LAUP;

WHEREAS, OCC will be responsible for bringing State Preschool providers into the program through an application process, providing quality assessments to these programs and assigning tier ratings;

WHEREAS, LAUP will provide technical assistance, coaching, professional development and incentives to these programs to improve the overall quality of preschool as measured by certain quality elements ("QR Tier").

WHEREAS, Grantee wishes to participate in the Grant and receive preschool quality improvement coaching, technical assistance and incentives ("Benefits") in order to improve or maintain its QR Tier position on the Quality Continuum Framework – Hybrid Rating Matrix (Exhibit A).

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. TERM AND TERMINATION

1.1 Term. This Grant and all Exhibits attached shall become effective upon the last date of execution ("Effective Date") and shall end on September 30, 2016. Either party may terminate this Agreement for any reason with written notice.

1.2 Compliance with Agreement. Upon the Effective Date, Grantee will be eligible to receive the Benefits (Exhibit B) rendered pursuant to this Agreement. In order to receive Benefits, Grantee must at all times be in compliance with the terms of this Agreement including the Benefits Eligibility Requirements listed on (Exhibit C). LAUP may suspend

or terminate the Grant at any time for non-compliance with this Agreement, or any other event which LAUP deems reasonable for suspension or termination. Notice of suspension or termination will be delivered in writing.

1.3 Reduction of Benefits. Grantee acknowledges that LAUP's performance under this Agreement is wholly reliant on LAUP's receipt of funding from LACOE. LAUP may reduce Benefits to Grantee for any reason including, but not limited to, LAUP's loss or reduction of funding from LACOE. Any changes or reductions in Benefits will be noticed to Grantee in writing. Any changes to the Benefits will supersede and replace any previous Benefits described in previous amendments to this Agreement.

2. PROGRAM PAYMENTS AND BENEFITS

2.1 Program Benefits. During the term of this Agreement, Grantee shall receive Program Benefits as provided in Exhibit B and in accordance with the terms and conditions of this Agreement.

2.2 Payment Grants. Grantees are eligible to receive funds termed "Participation Grants" and certain additional funds termed "Incentive Funds" if they have attained a tier position of 4 or 5 on the Quality Continuum Framework – Hybrid Rating Matrix as indicated in Exhibit A. Payments will be made in accordance with the Benefits outlined on Exhibit B and disbursed in accordance with the Payment Schedule (Exhibit D).

2.3 Account Funding. Grantee must establish and report payments made pursuant to this Grant from an account called the "QRIS Block Grant Fund Account." This account is to be separate from any other current or previous accounts established to receive funds from any other grant from LAUP (if any) in order to receive funds under this Grant.

3. REPORTS AND REPORTING REQUIREMENTS

3.1 Reports. Grantee must submit all reports as required by the Reporting Schedule (Exhibit E), as applicable for grantees with a QR Tier position of 4 or 5.

3.2 Proof of Transactions. In addition to the reporting requirements contained in this Agreement, LAUP may periodically request proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines). This information, if requested, must be provided within 30 calendar days of such request.

3.3 Document Requests. Grantee agrees to submit to LAUP any and all information and documents needed to comply with the Program, including data specifically identified by the Quality Continuum Framework Data Collection Fields (Exhibit H).

3.4 Reporting Licensing Violations. Grantee must submit to LAUP copies of any Community Care Licensing Division Facility Evaluation Reports or Complaint Investigation Reports within fourteen (14) days of receiving any licensing violations. Grantee must submit a

Letter of Deficiency Citations Cleared for any violations received or discovered during a licensing compliance review.

4. BUDGET AND EXPENDITURE GUIDELINES

4.1 Allowable Expenditures. All expenditures of funds disbursed pursuant to this Grant must meet the Expenditure Guidelines attached as (Exhibit F). Expenses incurred by Grantee after suspension or termination of the Agreement are not allowable unless expressly authorized in the notice of suspension or termination. Types of expenses incurred after suspension or termination which may be authorized by LAUP include but are not limited to:

Expenses resulting from obligations which: (1) were properly incurred by Grantee before the effective date of the suspension or termination, but were not incurred in anticipation of it, and in the case of termination, are non-cancellable; AND (2) would be allowable if the Agreement expired normally at the end of the funding period in which the suspension or termination takes place.

4.2 Expenditure Verification. Within thirty (30) days of request, Grantee agrees to provide sufficient information to allow LAUP to determine if expenditures were made in accordance with the Expenditure Guidelines (Exhibit F).

4.3 Return of Funds. LAUP may request, and the Grantee shall remit within 30 days if requested, any unallowed expenditures not made in accordance with Expenditure Guidelines (Exhibit F).

5. BOOKS AND RECORDS

5.1 Maintaining Records. Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. LAUP, the State or their authorized representatives shall have access to such records for audit processes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, Grantee shall similarly require each sub grantee and subcontractor to maintain and allow access for audit purposes.

5.2 Effect of Litigation. Grantee agrees that if any litigation, claim, or audit is started before the expiration of the records retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

6. INSURANCE AND LIABILITY.

6.1 General Liability Insurance. LAUP and Grantee shall secure and maintain comprehensive general liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence with coverage for incidental contracts for the duration of this Agreement.

Grantee shall name LAUP as an additional insured under its policy. Further, the Certificate of Insurance shall provide that insurance may not be canceled, non-renewed, or the subject of material change in coverage or available limits of coverage, except on 30 days' prior written notice.

6.2 Indemnification. Grantee agrees to indemnify and hold harmless LAUP and its officers, agents and employees from any and all contractors, subcontractors, laborers, employees, independent contractors, agents, or other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Grant and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Grantee in the performance of this Grant.

6.3 Insurance Obligations Not a Limit on Indemnification. LAUP's insurance obligations set forth above are independent of LAUP's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify Grantee's indemnification or other obligations or to limit Grantee's liability under this Agreement.

7. CONFIDENTIALITY

7.1 Confidentiality of Records. The Parties agree to maintain the confidentiality of all records resulting from the provision of services under this Agreement in accordance with applicable federal and state laws and regulations. Either party may disclose the records and data resulting from the provision of services under this Agreement only if the records or data presented are either in aggregate form or some other form which removes all identifying personal information.

8. RELATIONSHIP OF PARTIES

8.1 No Joint Venture. It is expressly understood and agreed by the Parties that Grantee is not for any purpose an employee or agent of LAUP, and that all of the personnel employed by the Grantee will be employees or agents of the Grantee and will not be employees or agents of LAUP. Grantee understands that it does not have the authority to do anything for or on behalf of LAUP, including, but not limited to, holding itself out as LAUP, entering into agreements, notes or other instruments, purchasing, acquiring or disposing of any property, or incurring any other obligation or liability on behalf of LAUP.

9. GENERAL PROVISIONS

9.1 Modifications. No amendment or modification of this Grant shall be valid unless it is in writing and signed by all the Parties to this Grant.

9.2 No Assignment. Grantee may not assign any of its rights or delegate any of its duties under this Grant without prior written consent of LAUP. Despite LAUP's consent, no assignment will release Grantee from any of its obligations or alter any of its primary obligations to be performed under the Grant.

9.3 Notice of Changes in Ownership of Location. Any changes in ownership or location of the Grantee eligible for Benefits under this Grant must be noticed to LAUP at least sixty (60) days in advance of the proposed change. Changes in ownership or location void this Grant and LAUP has sole discretion whether to extend or modify this Grant to continue Benefits to the new owner or site.

9.4 Choice of Law. This Grant shall be governed by and interpreted in accordance with the laws of the State of California.

9.5 No Discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

9.6 Waiver. No right under this Grant shall be waived merely by delaying or failing to exercise that right. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this Grant must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Grant.

9.7 Severability. If any term or provision of this Grant is found to be illegal or unenforceable then, notwithstanding, this Grant shall remain in full force and effect and such term shall be deemed stricken.

9.8 Notices. Any notice or other communication given pursuant to this Grant shall be regarded as effectively delivered if delivered in writing to the address of the other party set forth below (or another address later designated by that party in a notice under this section), using one of the following methods of delivery: regular U.S. postal mail, personal delivery, Registered or Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier and facsimile.

If to LAUP: William Sperling
General Counsel
888 S. Figueroa Street, Suite 800
Los Angeles, California 90017

If to Grantee: ~~Debra Ward~~ Purchasing Department
Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650

9.9 Entire Agreement. This Grant and all Exhibits contains the entire Grant and understanding between the Parties as to the subject matter hereof. Further, this Grant supersedes any and all prior or contemporaneous statements or representations by LAUP concerning the subject matter of this Grant.

9.10 Attorney's Fees. In any action brought to enforce or interpret any provision of this Grant, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

9.11 Survival. The rights and obligations created by this Grant with respect to duties of the Grantee after termination of this Grant will survive the termination of this Grant for a period of time until those rights and obligations are met.

9.12 Independent of Other Agreements. This Grant is separate and independent of any other grants or agreements which have existed, currently exist, or may exist between the Parties ("Other Agreements"). No rights, obligations, or terms of this Grant shall be affected by any Other Agreements, nor shall any rights, obligations or terms of any Other Agreements be affected by the terms of this Grant.

CSPP QUALITY IMPROVEMENT BLOCK GRANT

By the signatures below, each Party warrants that:

1. They are the authorized signatory for the Party bound by this Grant
2. They have read and understood the terms and conditions of this Grant and agree to abide by these terms and conditions.

For The Grantee:

By: _____

Name: DR. DAVID EL FATIAL

Title: V.P. OF BUSINESS SVCS.

Date: 11/09/2015

For Los Angeles Universal Preschool:

By: _____

Name: Elsa Luna

Title: CFO

Date: 11/13/15

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT A

QRIS TIER MATRIX

CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT–ELC)
QUALITY CONTINUUM FRAMEWORK –RATING MATRIX WITH ELEMENTS AND POINTS FOR CONSORTIA COMMON TIERS 1, 3, AND 4

ELEMENT	BLOCK (Common Tier 1) Licensed or In Good Standing	3 POINTS	4 POINTS	5 POINTS	6 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	☐ Not required	☐ Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	☐ Program uses valid and reliable child assessment/ observation tool aligned with CA *Foundations & Frameworks*[1] twice a year	☐ DRDP (minimum twice a year) and results used to inform curriculum planning	☐ Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health Screenings	☐ Meets Title 22 Regulations	☐ Health Screening Form (Community Care *Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent)* used at entry, then: 1. Annually **OR** 2. Ensures vision and hearing screenings are conducted annually	☐ Program works with families to ensure screening of all children using a **valid and reliable developmental screening tool** at entry and as indicated by results thereafter **AND** ☐ Meets Criteria from point level 2	☐ Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND** ☐ Meets Criteria from point level 2	☐ Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND** ☐ Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate **AND** ☐ Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING					
3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	☐ Meets Title 22 Regulations [**Center:** 12 units of Early Childhood Education (ECE)/Child Development (CD) **FCCH:** 15 hours of training on preventive health practices]	☐ **Center:** 24 units of ECE/CD[2] **OR** Associate Teacher Permit ☐ **FCCH:** 12 units of ECE/CD **OR** Associate Teacher Permit	☐ 24 units of ECE/CD + 16 units of General Education **OR** Teacher Permit **AND** ☐ 21 hours professional development (PD) annually	☐ Associate's degree (AA/AS) in ECE/CD (or closely related field) **OR** AA/AS in any field plus 24 units of ECE/CD **OR** Site Supervisor Permit **AND** ☐ 21 hours PD annually	☐ Bachelor's degree in ECE/CD (or closely related field) **OR** BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) **OR** Program Director Permit **AND** ☐ 21 hours PD annually
4. Effective Teacher-Child Interactions: CLASS Assessments **(*Use tool for appropriate age group as available)**	☐ Not Required	☐ Familiarity with CLASS for appropriate age group as available by one representative from the site	☐ Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	☐ Independent CLASS assessment by reliable observer with minimum CLASS scores: **Pre-K** ▪ Emotional Support - 5 ▪ Instructional Support –3	☐ Independent assessment with CLASS with minimum CLASS scores: **Pre-K** ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5 ▪ Classroom Organization – 5.5

[1] Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.

[2] For all ECE/CD units, the core 8 are desired but not required.

Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see Total Point Range).

ELEMENT	BLOCK (Common Tier 1) Licensed in Good Standing	2 POINTS	3 POINTS	4 POINTS	5 POINTS
				▪ Classroom Organization – 5 **Toddler** ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 **Infant** ▪ Responsive Caregiving (RC) – 5.0	**Toddler** ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 **Infant** ▪ Responsive Caregiving (RC) – 5.5
CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership					
5. Ratios and Group Size (Centers Only beyond licensing regulations)	☐ **Center:** Title 22 Regulations **Infant** Ratio of 1:4 **Toddler Option** Ratio of 1:6 **Preschool** Ratio of 1:12 ☐ **FCCH:** Title 22 Regulations *(excluded from point values in ratio and group size)*	☐ **Center - Ratio: Group Size** **Infant/Toddler** – 4:16 **Toddler** – 3:18 **Preschool** – 3:36	☐ **Center - Ratio: Group Size** **Infant/Toddler**– 3:12 **Toddler** – 2:12 **Preschool**– 2:24	☐ **Center - Ratio: Group Size** **Infant/Toddler** – 3:12 or 2:8 **Toddler** – 2:10 **Preschool** – 3:24 or 2:20	☐ **Center - Ratio: Group Size** **Infant/Toddler** – 3:9 or better **Toddler** – 3:12 or better **Preschool** – 1:8 ratio and group size of no more than 20
6. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)	☐ Not Required	☐ Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	☐ Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	☐ Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	☐ Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
7. Director Qualifications (Centers Only)	☐ 12 units ECE/CD+ 3 units management/ administration	☐ 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration **OR** Master Teacher Permit	☐ Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision **OR** Site Supervisor Permit **AND** ☐ 21 hours PD annually	☐ Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration **OR** Program Director Permit **AND** ☐ 21 hours PD annually	☐ Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration, **OR** Administrative Credential **AND** ☐ 21 hours PD annually

TOTAL POINT RANGES

Program Type	Common-Tier 1	Local-Tier 2[3]	Common-Tier 3	Common-Tier 4	Local-Tier 5[4]
Centers 7 Elements for 35 points	**Blocked** (No Point Value) – Must Meet All Elements	**Point Range** 8 to 19	**Point Range** 20 to 25	**Point Range** 26 to 31	**Point Range** 32 and above
FCCHs 5 Elements for 25 points	**Blocked** (No Point Value) – Must Meet All Elements	**Point Range** 6 to 13	**Point Range** 14 to 17	**Point Range** 18 to 21	**Point Range** 22 and above

[3]Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
[4] Local-Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT B

BENEFITS OF GRANT

Grantee: Cerritos College Child Development Center
Tier Rating: 4

Grantees with a QR Tier 1 – 3:

1. LAUP will provide coaching, professional development and technical assistance as determined by LAUP to improve Grantee's quality rating as measured by the Quality Continuum Framework – Hybrid Rating (Exhibit A).

2. Grantee will receive a professional development incentive of $2,000.000 (Participation Grant) to be used to cover staffing costs including, but not limited to, substitute teachers hired when teaching staff is attending professional development workshops.

Grantees with a QR Tier 4 & 5:

1. LAUP will provide coaching, professional development and technical assistance as determined by LAUP to improve Grantee's quality rating as measured by the Quality Continuum Framework – Hybrid Rating (Exhibit A).

2. Grantee will receive a professional development incentive of $2,000.000 (Participation Grant) to be used to cover staffing costs including, but not limited to, substitute teachers hired when teaching staff is attending professional development workshops.

3. LAUP will provide a incentives based on the QR Tier rating (Incentive Grant) as follows:

Tier 4 for Centers	$6,000 per State Preschool classroom for quality improvements in accordance with the Expenditure Guidelines (Exhibit F) and all other terms of this Agreement.
Tier 5 for Centers	$8,000 per State Preschool classroom for quality improvements in accordance with the Expenditure Guidelines (Exhibit F) and all other terms of this Agreement.

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT C

BENEFITS ELIGIBILITY REQUIREMENTS

Eligibility Requirements

Grantee agrees:

1. To accept all services provided by LAUP or any subcontractor of LAUP including, but not limited to, coaching and professional development, and will comply with all requirement(s) of this Agreement.

2. To use reasonable best effort(s) to implement any of the action plans resulting from the coaching efforts of LAUP.

3. To share any and all information and documents needed to comply with this Agreement.

4. To remain in "Good Standing" with the California Community Care Licensing Division. Good Standing is defined as a licensed child care center or family child care home that currently does not have or in the past 12 months has not had any of the following: a) a non-compliance conference; (b) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (c) a probationary license.

5. To the posting of Grantee's tiered rating in the public domain.

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT D

PAYMENT SCHEDULE

Payment Schedule for Period 1 (Date of contract execution – December 31, 2015)

Grantees with a QR Tier 1-3
Payment of the Participation Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- Executed contract, and
- LAUP's receipt of applicable funds from LACOE.

Grantees with a QR Tier 4 & 5
Payment of the Participation Grant and the Incentive Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- Executed contract
- LAUP's receipt of applicable funds from LACOE, and
- A budget outlining use of incentive funds through the term of the Grant in accordance with Exhibit G.

Payment Schedule for Period 2 (January 1, 2016 – September 30, 2016)

Grantees with a QR Tier 1-3
Payment of the Participation Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- LAUP's receipt of applicable funds from LACOE.

Grantees with a QR Tier 4 & 5
Payment of the Participation Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- LAUP's receipt of applicable funds from LACOE

Payment of 90% of the Incentive Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- Annual Reconciliation Report (Exhibit G) for Period 1, and
- LAUP's receipt of applicable funds from LACOE

Payment of 10% of the Incentive Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- Annual Reconciliation Report (Exhibit G) for Period 2, and
- LAUP's receipt of applicable funds from LACOE

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT E

REPORTING SCHEDULE

APPPLIES TO QR TIERS 4 & 5 ONLY

Report	**Due Date**
Budget (Exhibit G)	Upon contract execution
Period 1 Annual Reconciliation Report	January 31, 2016
Period 2 Annual Reconciliation Report	August 1, 2016

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT F

EXPENDITURE GUIDELINES

Acceptable Uses of the QRIS Block Grant Funds are for program enhancement and include, but are not limited to:

Staffing
1. Compensation
2. Benefits
3. Paid preparation and planning time
4. Workshop/conference fees
5. Monthly Staff meeting materials

Program Needs
1. Classroom/Instructional materials (ex. art supplies, books, fine motor materials, tricycles)
2. Curriculum materials
3. Developmental screenings or assessments
4. Teacher resource books (ex. CLASS manual)

Family Engagement
1. Parent involvement activities
2. Facilitation of children's transition to kindergarten
3. Coordination of social services for children and families

QRIS Block Grant funds may not be used to supplant other public funding sources including, but not limited to, any state or federal funding. Prohibited expenses include, but are not limited to, the following:

1. Travel expenses (except local mileage costs for QRIS Block Grant Activities)
2. Purchase of vehicles or other transportation equipment;
3. Capital Improvements
4. Bad debts, including losses arising from uncollectible accounts and any related legal costs;
5. Costs of amusement or entertainment that do not benefit children
6. Costs incurred after the Contract has been terminated;
7. Fundraising costs;
8. Personal or business loans including finance charges;
9. Non-sufficient funds/overdraft and ATM usage bank charges;
10. Investment management costs;
11. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees;
12. Public relations consultant fees;
13. Costs of legal, consulting and accounting services incurred in prosecution; and
14. Compensation to the members of the board of directors, if applicable

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT G

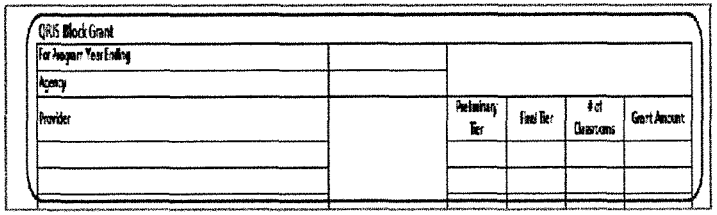
BUDGET AND ACTUAL RECONCILIATION REPORT

LAUP

Instructions for Budget to Actual Report

There are 2 pages in this report. Click on the tabs at the bottom of the file to change pages.

YELLOW BOXES are required input fields.

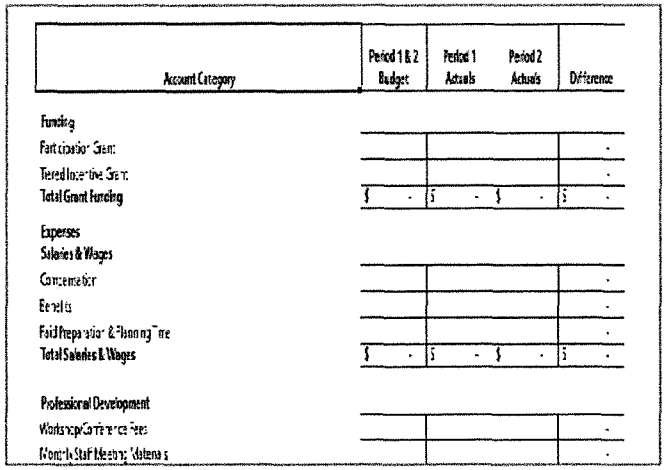


QRIS Block Grant

For Program Year Ending					
Agency					
Provider		Preliminary Tier	Final Tier	# of Classrooms	Grant Amount

Required information (please answer all questions)	
Program Year	Enter the program year.
Agency Name and Provider	Please look for your agency using the drop down menu. The Provider cells will be automatically populated.
Preliminary Tier, if applicable	Enter your assigned preliminary tier rating at time of budget submission.
Final Tier, if applicable	Enter your final assigned tier rating at time of budget submission, if available.
# of Classrooms	Enter the number of classrooms for each provider.
Grant Amount	This amount will be automatically populated.

Period 1: 08/01/2015 - 12/31/2015
Period 2: 01/01/2016 - 09/30/2016
Tier 4 ($6,000 per State Preschool classroom, per period)
Tier 5 ($8,000 per State Preschool classroom, per period)



Account Category	Period 1 & 2 Budget	Period 1 Actuals	Period 2 Actuals	Difference
Funding				
Participation Grant				-
Tiered Incentive Grant				-
Total Grant Funding	$ -	$ -	$ -	$ -
Expenses				
Salaries & Wages				
Compensation				-
Benefits				-
Paid Preparation & Planning Time				-
Total Salaries & Wages	$ -	$ -	$ -	$ -
Professional Development				
Workshop/Conference Fees				-
Monthly Staff Meeting Stipends				-

Required information (please answer all questions)	
Period x & x Budget	Enter budgeted expenses for respective period.
Period x Actual	Enter actual expenses incurred for respective period.
Difference	Represents difference between budgeted amount versus actual incurred.This will automatically populate based on figures inputted.
Participation Grant	Enter the participation grant award.
Tiered Incentive Grant	Enter the total estimated incentive grant funding.
Expense Categories	Enter the budgeted expenses under the each category.

LAUP

QRIS Block Grant

For Program Year Ending					
Agency					
Provider/Site		**Preliminary Tier**	**Final Tier**	**# of Classrooms**	**Grant Amount**

Account Category	Period 1 & 2 Budget	Period 1 Actuals	Period 2 Actuals	Difference
Funding				
Participation Grant				-
Tiered Incentive Grant				-
Total Grant Funding	$ -	$ -	$ -	$ -
Expenses				
Salaries & Wages				
Compensation				-
Benefits				-
Paid Preparation & Planning Time				-
Total Salaries & Wages	$ -	$ -	$ -	$ -
Professional Development				
Workshop/Conference Fees				-
Monthly Staff Meeting Materials				-
Total Professional Development	$ -	$ -	$ -	$ -
Program Materials				-
Classroom/Instructional Materials				-
Curriculum Materials				-
Developmental Screenings or Assessments				-
Teacher Resource Books				-
Total Program Materials	$ -	$ -	$ -	$ -
Family Engagement				
Parent Involvement Activities/Meetings				-
Facilitation of Children's Transition to Kindergarten-Materials & Activities				-
Social Services Assistance and Referral				-
Total Family Engagement	$ -	$ -	$ -	$ -
Total Expenses	$ -	$ -	$ -	$ -
Excess/(Deficit)	$ -	$ -	$ -	$ -

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT H

QUALITY CONTINUUM FRAMEWORK DATA COLLECTION FIELDS

Category 1: Comprehensive Assessment System

1. Use of child assessment/observation tool
2. Use of DRDP
3. Use of DRDP Tech
4. Child assessment/observation tool if not DRDP
5. Health screening used at entry
6. Health screening used annually after entry
7. Annual vision screening
8. All children screened for vision
9. Annual hearing screening
10. All children screened for hearing
11. Health Screening Tool
12. Health Screening Name
13. Health Screening Company
14. Health Screening Year/Version
15. Work with families for health screening
16. Use of ASQ
17. Work with families on ASQ
18. Use of ASQ-SE
19. Work with families on ASQ-SE
20. Health screening results used to implement intervention strategies/adaptations as appropriate

Category 2: Teachers and Teaching

1. Title 22 Satisfaction
2. Copy of Teacher's Postsecondary Transcript
3. Copy of class rosters
4. Teacher's highest degree
5. Teacher's major
6. Teacher permit information (number and type)
7. Number of Core 8 ECE units completed
8. Number of ECE units completed
9. Number of GE units completed
10. CLASS training completion
11. Staff indicated CLASS informed program's PD plan
12. Copy of Program's Professional Development Plan
13. Number of Hours PD
14. CLASS scores

For Category 3: Program and Environment

1. Teacher: Child ratio (Center only)
2. FCC Title 22 Ratio regulations met
3. ERS subscales
4. ERS average
5. Director familiarity with ERS
6. Director's highest degree (Center only)
7. Director's Postsecondary transcripts (all colleges attended)
8. Director's core ECE units (Center only)
9. Director's GE units (Center only)
10. Director's management/administration units (Center only)
11. Director's supervision units (Center only)
12. Director has administrative credential
13. Director's professional growth hours
14. Director's permit information (number and type)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 Ratification of Amendment to the Agreement with Phytorion, Inc. for Services to Implement the Student Data Warehouse – Phase 2**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Phytorion, Inc. for services to implement the Student Data Warehouse – Phase 2.

FISCAL IMPACT
The total sum shall remain for the not-to-exceed amount of $150,000. Funding for services to implement the Student Data Warehouse – Phase 2 is allocated from Vintage funds.

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

SERVICES – AMENDMENT
PHYTORION, INC.
STUDENT DATA WAREHOUSE (SDW) – PHASE 2
Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

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

On July 25, 2016, The Board of Trustees passed a resolution to authorize the letting of sole source contract to Phytorion, Inc. for the procurement of services to implement the Student Data Warehouse – Phase 2 to the college's existing system to assist with the redesigning and expanding of the data warehouse.

At this time, Cerritos College wishes to amend the agreement with Phytorion, Inc. to extend the end term of the agreement through March 31, 2018. There will be no other changes to any of the other terms and conditions of the agreement.

Period: The amended time period of the agreement will be from July 1, 2016 through March 31, 2018.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 16C0019 – Phytorion, Inc.
Contract No. 16C0019 – Phytorion, Inc.

Cerritos College

AMENDMENT NO. 1

To

CONTRACT NO. 16C0019

The AGREEMENT made and entered on **July 21, 2016**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Phytorion, Inc.**, incorporated under the laws of the state of Illinois, and licensed to do business in the State of California ("CONTRACTOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **July 21, 2016** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 2, Item 2.0 TERM, Paragraph, 2.1, to extend the term due to additional time needed for the implementation of the Student Data Warehouse – Phase 2 to the District's existing system, which shall be at no additional costs to the District as follows:

1.1 The term of this Agreement shall begin on **August 1, 2016**, and end on ~~**March 31, 2017**~~***March 31, 2018***, unless earlier terminated in Section 9 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College DISTRICT Contract Amendment Form" attached hereto as Exhibit "A" ("Contract Amendment Form"). CONTRACTOR shall complete services within the term of this Agreement.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

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

CONTRACTOR:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0019

PARTIES AND DATE

This Agreement is made and entered into this **21st** day of **July**, **2016** (the "Effective Date"), by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Phytorion, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of Illinois, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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

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

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

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

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

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

1.0 GRANT OF LICENSE AND SCOPE OF WORK

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

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

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

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

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

1.6 CONTRACTOR shall perform the Services at CONTRACTOR'S own expense, except as noted in Exhibit B. CONTRACTOR shall perform the Services in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **August 1, 2016**, and end on **March 31, 2017**, unless earlier terminated in Section 9 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College DISTRICT Contract Amendment Form" attached hereto as Exhibit "A" ("Contract Amendment Form"). CONTRACTOR shall complete the Services within the term of this Agreement.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

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

3.2 All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees, except as otherwise noted in Exhibit B.

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

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

4.0 PROPRIETARY RIGHTS

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

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

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

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

5.0 PROPRIETARY RIGHTS

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

5.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws.

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

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

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

5.6 CONTRACTOR hereby designates **Yiorgos Andreas Marathias, President/CEO, Phytorion, Inc.** or his/her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

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

5.8 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement.

5.9 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law.

5.10 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

5.11 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 5.10.

5.12 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 5.10 or 5.11; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 5.11); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

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

5.14 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national

origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

6.0 INDEMNIFICATION.

6.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, and agents free and harmless from any and all costs, expenses, liability, loss, damage or injury of any kind, arising from any claims, demands or causes of action brought by a third party, in law or equity, to tangible or real property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S Services under this Agreement, including without limitation the payment of all consequential damages awarded against DISTRICT, expert witness fees and attorneys' fees (to the extent set forth in Section 6.2) and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

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

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

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

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

7.0 LIMITATION OF LIABILITY

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

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

8.0 INSURANCE

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

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

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

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

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

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

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

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

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

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

9.0 TERMINATION OF AGREEMENT

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

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

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

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

11.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change

in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

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

13.0 CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

24.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

25.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

26.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

27.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

28.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

29.0 PRIOR AGREEMENT. The Parties agree that the Prior Agreement is hereby terminated and superseded by mutual agreement of the Parties as of the Effective Date, without additional cost to either Party (except for any monies owed as of such date under the terms of the Prior Agreement, if any). Except as expressly provided for herein, such termination shall not affect the survival of any applicable provisions that expressly or by their nature should survive the termination or expiration of the Prior Agreement.

30.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR. This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

31.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: YIORGOS MARATHIAS CEO
(Name & Title)

Tel: 773-255-3861

For Notices: YIORGOS MARATHIAS
4837 S. KIMBARK COACH
CHICAGO, IL 60615

Fax: 773-341-7323

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

NOORALI DELAWALLA
ACTING V.P. OF BUS. SVCS.
Typed or Printed Name, & Title

Date: 8/10/16

CONTRACTOR:

By: _____
Signature

YIORGOS MARATHIAS, CEO
Typed or Printed Name, & Title

YIORGOS.MARATHIAS@PHYTOPION.COM
E-mail

30-0364709
Tax Identification Number (EIN)

Date: AUG 8, 2016

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	YIORGOS MARATHIAS CEO *Typed or Printed Name, & Title*

EXHIBIT "B"

STATEMENT OF WORK

FOR

STUDENT DATA WAREHOUSE IMPLEMENTATION – PHASE 2

1. SCOPE OF SERVICES. CONTRACTOR will perform services designed to implement CONTRACTOR'S Student Data Warehouse™ ("SDW") for Oracle's PeopleSoft Enterprise Campus Solutions ("Campus Solutions" or "CS") for the functional areas of Campus Community and Student Records.

The following list sets forth the "Services" to be provided hereunder by CONTRACTOR:

I. Conduct Fit/Gap (also referred to as Data Warehouse or DW Requirements Gathering) sessions. CONTRACTOR will meet with DISTRICT management, functional and technical experts to determine the DISTRICT'S business requirements for:
   a. Reporting on institution degree-tracking requirements and policies (course lists, academic requirements and requirement groups) and pending academic requirements by student by term, academic organization, career, course, subject, etc.
   b. Analyzing student's degree progress by leveraging PeopleSoft ("PS") generated academic advisement transcript reports and/or analysis database. Analyzing and reporting on student education plan data collected through the DISTRICT Ed Plan Bolt-on Application (ED").
   c. Reporting on student's disabilities and on DSPS services rendered.
   d. Reporting on up to six (6) milestones such as the completion of a certain number of units, of certain foundation classes, or declaring a major.

   CONTRACTOR will ask DISTRICT to assist CONTRACTOR in translating the identified gaps into tables and fields

II. Using the requirements collected in the Fit/Gap, create DW Technical Design Documents, defined as: the list of tables and fields that contain the data elements used to populate CONTRACTOR'S Student Data Warehouse ("SDW"); and the list of data transformation rules that will be applied to the source data elements.

III. Following Customer sign-off of the DW Technical Design Requirements, modify the SDW design to account for Customer's requirements.

IV. Upon DISTRICT sign-off of the SDW design, build the Extract, Transform and Load ("ETL") mappings using Microsoft SSIS. These mappings will source data from the existing DISTRICT PeopleSOft and ED tables, and will populate the CONTRACTOR Student Data Warehouse database ("SDW-DB").

V. Test each mapping as well as the complete SDW set of mappings for a controlled subset of the data of a production-quality database.

VI. Deliver Cognos Business Intelligence ("BI") objects fthat can include dashboards and reports as specified by the DISTRICT and to the extent that the work does NOT exceed 300 hours for their creation (which includes BI requirements gathering and specification, design, coding, testing, modification to the initial code and retesting, and documentation).

VII. Training. CONTRACTOR will:
   a. Provide up to three (3) days of on-site training to the DISTRICT team on PS and ED functionality.
   b. Train DISTRICT on this phase's SDW data structures and functionality.

VIII. Knowledge Transfer. The CONTRACTOR'S team will conduct the following meetings:

a. Kick Off Meeting. A meeting with the DISTRICT SDW technical support team and project manager to go over the project activities and requirements.
b. Technical Overview. A meeting with DISTRICT technical users to provide an overview of the technology, architecture, ETL tool and operations of the SDW.
c. Functional Overviews. A meeting with DISTRICT'S functional, technical and reporting team leads to demonstrate the functional content included in the SDW.
d. Wrap Up Meeting. A DISTRICT-led presentation of what was accomplished during the engagement. Topics to be covered usually include a high level overview of the functionality delivered, the activities and training completed, and a discussion of next steps.

IX. Other Services.
a. CONTRACTOR will work with DISTRICT IT team to clarify use of PS and ED as specifically related to this phase's scope.
b. CONTRACTOR will deliver the following metadata: a spreadsheet that lists each source table and field, target table and field and any transformation performed to the source field.

2. CONTRACTOR'S DELIVERABLES.

CONTRACTOR shall provide the following Deliverables to DISTRICT, subject to demonstration or acceptance testing as provided in "Acceptance Criteria" below.

Deliverable	Acceptance Criteria
1. ETL mappings that extract data from the DISTRICT'S operational Campus Solutions system, and Ed Plan Bolt-on application, transform them to reporting structures and populate the SDW-DB.	Extracted data is loaded into SDW-DB without material errors (appropriate test script runs without material errors)
2. The jobs that submit the SDW ETL mappings	The entire SDW process completes without material errors
3. The reporting tables in the SDW-DB populated with source data.	Same as (1). Extracted data is loaded into SDW-DB without material errors (appropriate test script runs error-free)
4. The Cognos BI objects	The output on the Cognos BI objects is consistent with the results provided by DISTRICT
5. Documentation for: Requirements Gathering • A summary document with scope, assumptions and priorities Design • Visio diagrams of data model • Sourcing documents that include: o A general table description o The source tables the data is coming from o The source fields for the data o The transformations applied to the source fields in order to create the target fields o Business descriptions for the target fields BI Object Documentation • Documents that articulate the Cognos BI deliverable requirements	Accepted upon delivery

Metadata • A spreadsheet that lists each source table and field, target table and field and any transformation performed to the source field Go Live • A technical overview document to assist DISTRICT team manage the DW on a day-to-day basis.	
6. Fit/gap sessions as described in "Services to be Provided"	Accepted upon delivery
7. Knowledge Transfer meetings as described in "Services to be Provided"	Accepted upon delivery

Upon delivery of each Deliverable identified above that requires testing for conformance with the relevant Acceptance Criteria, CONTRACTOR shall demonstrate that the Deliverable meets such Acceptance Criteria. In the event that any Acceptance Criteria are not met, CONTRACTOR shall, within fifteen (15) days, either correct the defective Deliverable or shall provide a plan for correction to DISTRICT. Any corrected Deliverable shall be subject to retesting and demonstration as provided above, until the demonstration shows that the Deliverable meets the relevant Acceptance Criteria. In the case of any Deliverable that requires testing, "Acceptance" shall be deemed to have occurred upon the demonstration that the relevant Deliverable meets such criteria without material errors. In the event that no notice of rejection is received within ten (10) days after delivery of a Deliverable, such Deliverable shall be deemed accepted, and the Acceptance Test for such Deliverable shall be deemed complete.

3. DISTRICT RESOURCE REQUIREMENTS.

The following table sets forth the DISTRICT resource commitment estimated for this project. The Parties acknowledge that these estimates are non-binding, and will be refined as the project progresses.

Resource	**Effort Estimate for project duration**
Executive Sponsor	A few hours for duration of project
Project Manager	Approximately 5 hours per week
Functional Experts	30-40 hours for duration of project
Technical Users	10-20 hours for duration of project
DBA	20-30 hours for duration of project
PC Administrator	1-4 hours for duration of project
IT and Research (joint)	30-40 hours Data Cleansing from PeopleSoft environment prior to migration into SDW-DB
Network Specialist	1-2 hours for duration of project

- Executive Sponsor. An executive who can help evangelize the solution and provide overall direction.
- Project Manager. The DISTRICT manager who has day-to-day responsibility for the project.

- Functional Experts. The application area leads who will be responsible for providing to CONTRACTOR the functional requirements, testing the deliverables and signing off on related documents.
- Technical Users. The technical users who have responsibility for the ERP application in each functional area. CONTRACTOR will need to meet with them to understand DISTRICT'S implementation and its customizations.
- Technical Support Team (DBA, PC Administrator, Network Specialist). A critical set of roles to the success of the implementation. These IT staff members will need to do some set up work prior to the start of the project and will need to be on call during the project to address any issues.

Third-party consultants may not be provided access to Contractor Confidential Information unless and until such consultants have entered into a written nondisclosure agreement acceptable to CONTRACTOR protecting such information.

4. CONTRACTOR ROLES AND RESOURCES

CONTRACTOR will provide consultants to fill the following roles:

- Project Manager
- Architect
- ETL Developer/Tester
- BI Developer/Tester
- Project Director

5. PRICING AND PAYMENT

Subject to the assumptions contained in this SOW, CONTRACTOR will provide the Services and Deliverables for a fixed fee ("Fixed Fee") of:

$150,000.00

This fee includes travel-related expenses for CONTRACTOR travel related to Fit/Gap meetings, 3 days onsite training, and project close out activities. Any additional travel expenses will be billed as incurred. Additional services will be billed at a rate of $150/hour.

6. MARKETING

DISTRICT agrees to endeavor to, at its own expense, to co-present with CONTRACTOR at a conference, a session focused solely on the SDW, its implementation at DISTRICT and its benefits. Conference participation would need to be agreed upon by both DISTRICT and CONTRACTOR so as to ensure availability and appropriateness of the conference.

7. ASSUMPTIONS

The timeframes, costs, and other commitments of CONTRACTOR contained herein are subject to the assumptions contained in this SOW, including the following:

(a) DISTRICT will commit the necessary resources and management involvement, as described herein, to support DISTRICT'S and CONTRACTOR'S work and to accomplish the Project objectives and schedule set forth in this SOW.

(b) Any decisions required to be made by DISTRICT pursuant to this SOW shall be made within three (3) business days after CONTRACTOR'S request therefor.

(c) CONTRACTOR will not be responsible for:
- Configuration, sizing, or performance analysis of hardware
- Cleansing DISTRICT source data. CONTRACTOR will extract data from the source application as-is. Data will be cleansed by DISTRICT *prior* to migration into SDW-DB.

EXHIBIT C

CONTRACTOR CONFIDENTIALITY AGREEMENT

[See attached]

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 of Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval to Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 1.**

ACTION

It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 1.

FISCAL IMPACT

There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 1

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Fresh & Natural, Inc. dba Fresh & Natural Food Service Group for food services at Vendor Location No. 1 for Asian-type food. The initial term was for three years starting on or around July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Fresh & Natural, Inc. dba Fresh & Natural Food Service Group pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0195 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)
Contract No. 13C0195 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0195

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**, licensed to conduct business in the state of California, with its principal place of business at 426 S. Main Street, Milpitas, CA 95035 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15**, **2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on ~~**June 30, 2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15, 2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on **June 30, 2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information

is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's

personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Fresh & Natural, Inc. dba Fresh & Natural Food Service Group
Attention: Thomas Nguyen
426 S. Main Street
Milpitas, CA 95035
Phone: 408-946-8777
Fax: 408-946-9133

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	"Vendor"
Cerritos Community College District	**Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**
By: _____	By: _____
Title: VP Business Services	Title: Marie Le, President

Exhibit "A"
District Facility

Food Court, Vendor Location No. 1 - Approximate three hundred forty-two (342) square feet portion of the Food Court as depicted in the attached diagram.

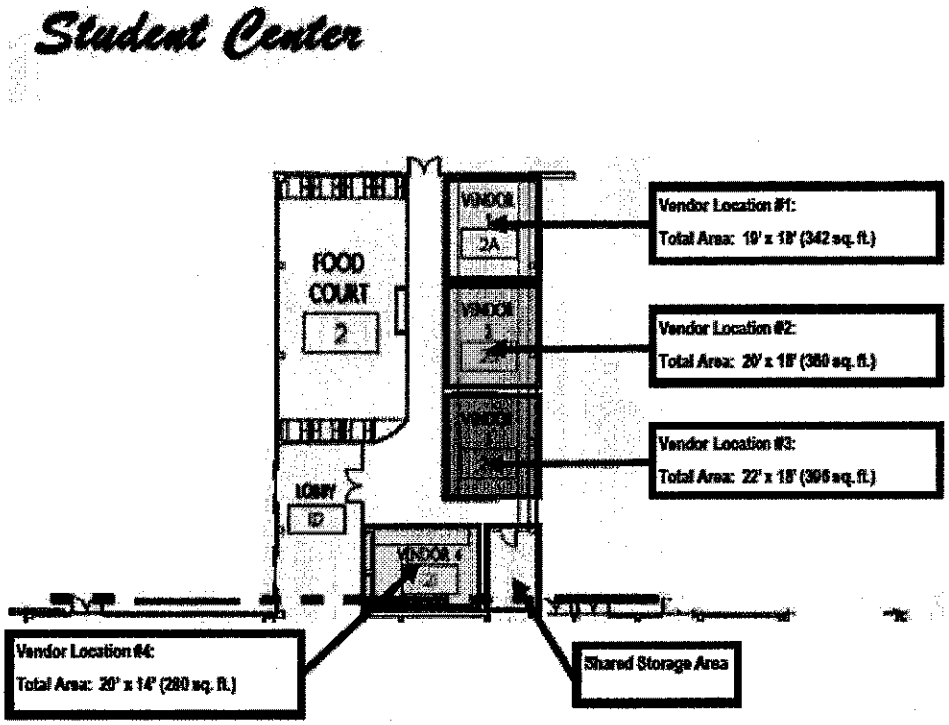


Exhibit "B"
Permitted Food Services

1. **Food Services:**

   a. Vendor shall provide Asian-type food via Location No. 1 in the Food Court.

   b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. **Hours of Operation**

   a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonably reject hours of operation proposed by the District.

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 of Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval to Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 2.**

ACTION

It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 2.

FISCAL IMPACT

There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 2

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Fresh & Natural, Inc. dba Fresh & Natural Food Service Group for food services at Vendor Location No. 2 for Deli Sandwich and American-type food. The initial term was for three years starting on or around July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Fresh & Natural, Inc. dba Fresh & Natural Food Service Group pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0196 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)
Contract No. 13C0196 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0196

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**, licensed to conduct business in the state of California, with its principal place of business at 426 S. Main Street, Milpitas, CA 95035 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15**, **2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on ~~**June 30, 2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15, 2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on **June 30, 2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information

is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's

personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Fresh & Natural, Inc. dba Fresh & Natural Food Service Group
Attention: Thomas Nguyen
426 S. Main Street
Milpitas, CA 95035
Phone: 408-946-8777
Fax: 408-946-9133

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	"Vendor"
Cerritos Community College District	**Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**
By: _____	By: _____
Title: VP Business Services	Title: Marie Le, president

Exhibit "A"
District Facility

Food Court, Vendor Location No. 2 - Approximate three hundred sixty (360) square feet portion of the Food Court as depicted in the attached diagram.

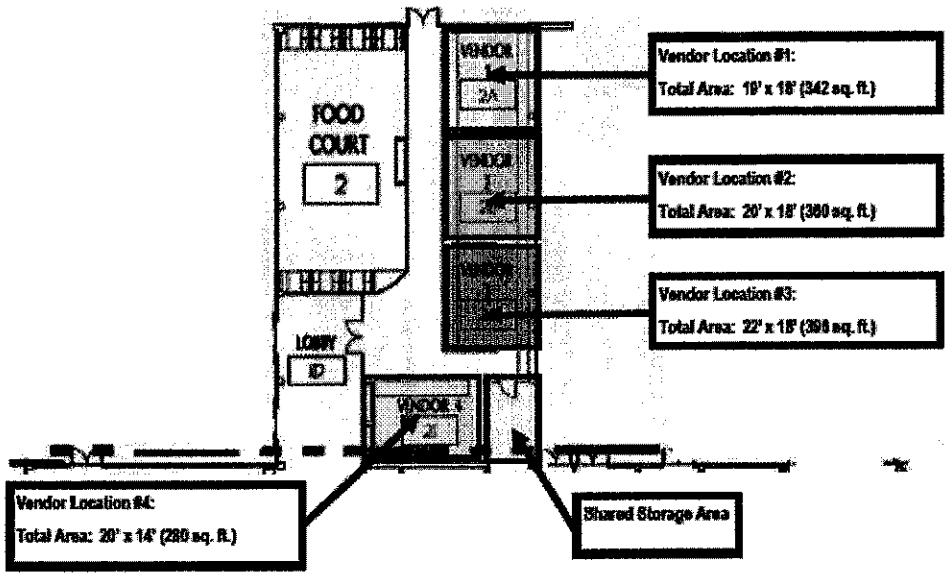


Exhibit "B"
Permitted Food Services

1. **Food Services:**

   a. Vendor shall provide Deli Sandwich and American-type food via Location No. 2 in the Food Court.

   b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. **Hours of Operation**

   a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonably reject hours of operation proposed by the District.

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 of Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval to Amend Food Services Agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 7.**

ACTION

It is recommended that the Board of Trustees approve the amendment to the agreement with Fresh & Natural Inc. dba Fresh & Natural Food Service Group for the purpose of providing food services for the District for Vendor Location No. 7.

FISCAL IMPACT

There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 7

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Fresh & Natural, Inc. dba Fresh & Natural Food Service Group for food services at Vendor Location No. 7 for a convenience store with a variety of fresh and packaged food options. The initial term was for three years starting on or around July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Fresh & Natural, Inc. dba Fresh & Natural Food Service Group pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0199 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)
Contract No. 13C0199 – Fresh & Natural, Inc., Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0199

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**, licensed to conduct business in the state of California, with its principal place of business at 426 S. Main Street, Milpitas, CA 95035 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15**, **2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on ~~**June 30, 2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

FRESH & NATURAL, INC. DBA FRESH & NATURAL FOOD SERVICE GROUP:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fresh & Natural, Inc. dba Fresh & Natural Food Service Group** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 15, 2014**, or sooner as agreed by District upon written confirmation, and end at the close of business on **June 30, 2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information

is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's

personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Fresh & Natural, Inc. dba Fresh & Natural Food Service Group
Attention: Thomas Nguyen
426 S. Main Street
Milpitas, CA 95035
Phone: 408-946-8777
Fax: 408-946-9133

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	"Vendor"
Cerritos Community College District	**Fresh & Natural, Inc. dba Fresh & Natural Food Service Group**
By: _____	By: _____
Title: 6/3/14 VP Business Services	Title: Marie Le, President

Exhibit "A"
District Facility

Liberal Arts Building, Vendor Location No. 7 - Approximate eight hundred sixteen (816) square feet portion of the Food Court as depicted in the attached diagram.

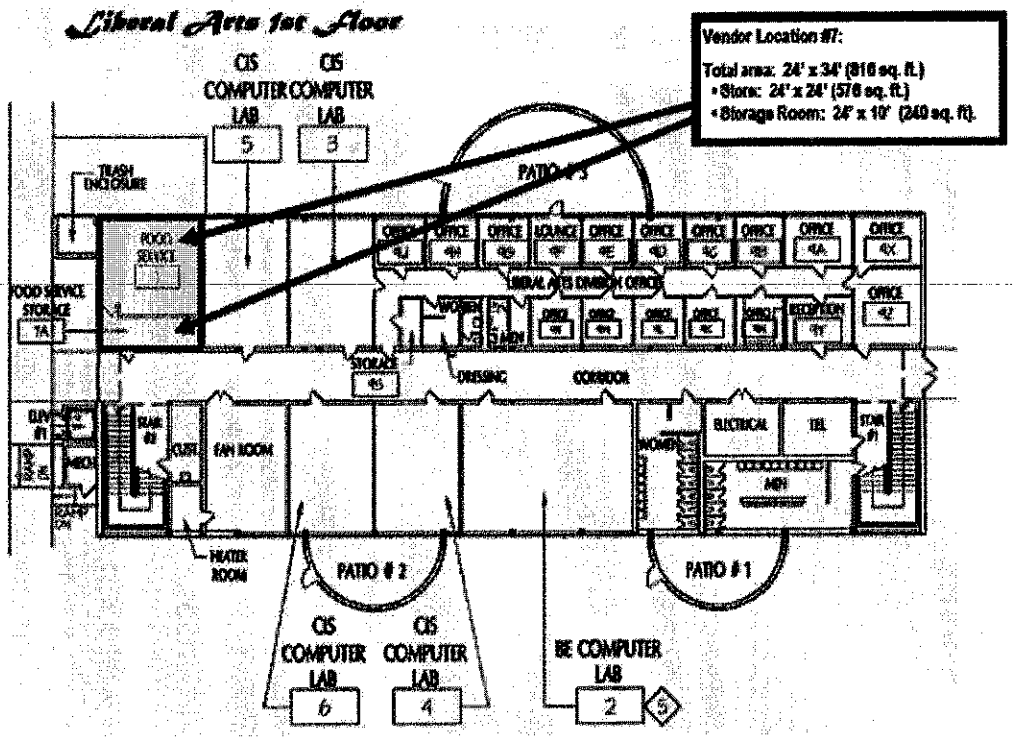


Exhibit "B"
Permitted Food Services

1. **Food Services:**

   a. Vendor shall provide food services as a convenience store with a variety of fresh and packaged food options via Location No. 7 in the Liberal Arts Building.

   b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. **Hours of Operation**

   a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonably reject hours of operation proposed by the District.

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 of Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 6.

ACTION

It is recommended that the Board of Trustees approve the amendment to the agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the purpose of providing food services for the District for Vendor Location No. 6.

FISCAL IMPACT

There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
FRAN-TONE, INC. DBA FRANTONE'S PIZZA & SPAGHETTI VILLA
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 6

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for food services at Vendor Location No. 6 for Italian-type food. The initial term was for three years starting on July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0198 – Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa, Operating Agreement (Food Court Vendor)
Contract No. 13C0198 – Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa, Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0198

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**, licensed to conduct business in the state of California, with its principal place of business at 10808 Alondra Boulevard, Cerritos, CA 90701 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1**, **2014**, and end at the close of business on ~~**June 30**, **2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

FRAN-TONE, INC. DBA FRANTONE'S PIZZA & SPAGHETTIE VILLA:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

Contract No. 13C0198

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1, 2014**, and end at the close of business on **June 30, 2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information

is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's

personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
Attention: John Tesoriero
10808 Alondra Blvd.
Cerritos, CA 90701
Phone: 562-896-4927
Fax: 562-924-2559

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	**"Vendor"**
Cerritos Community College District	**Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**
By: _____	By: _____
Title: VP Business Services	Title: President Fran-Tone Inc.

Exhibit "A"
District Facility

Social Science Building Breezeway, Vendor Location No. 6 - Approximate two hundred twenty-four (224) square feet portion of the Social Science Building Breezeway location as depicted in the attached diagram.

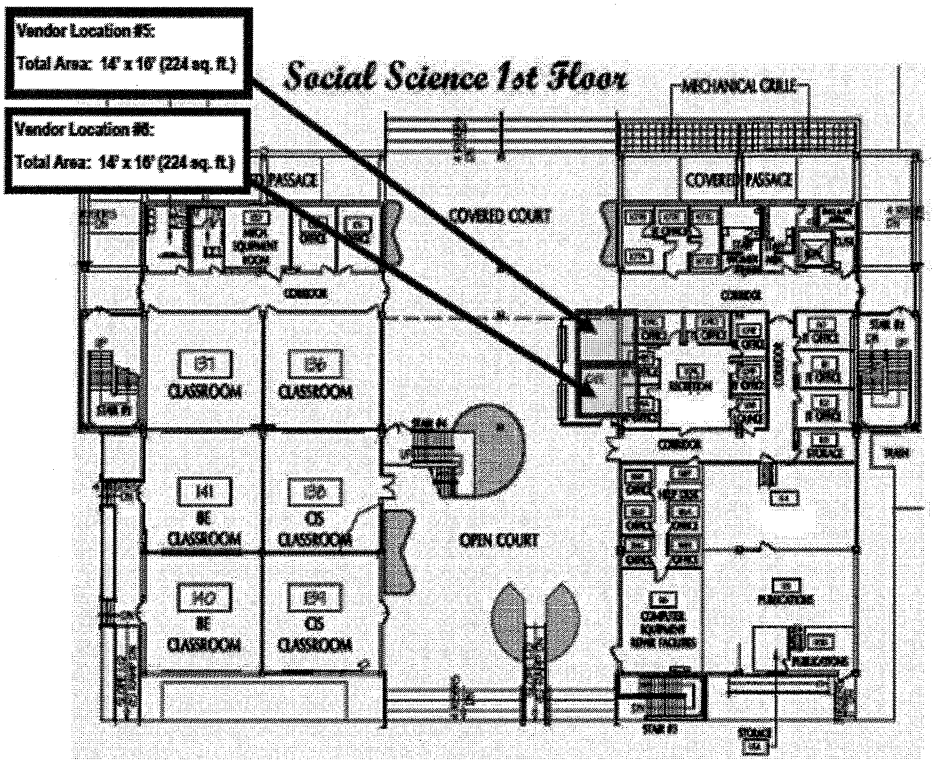


Exhibit "B"

Permitted Food Services

1. **Food Services:**

   a. Vendor shall provide Italian/American-type food via Location No. 6 in the Social Science Building Breezeway location.

   b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. **Hours of Operation**

   a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonably reject hours of operation proposed by the District.

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
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 of Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval to Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 8.**

ACTION
It is recommended that the Board of Trustees approve the amendment to the agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the purpose of providing food services for the District for Vendor Location No. 8.

FISCAL IMPACT
There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
FRAN-TONE, INC. DBA FRANTONE'S PIZZA & SPAGHETTI VILLA
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 8
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for food services at Vendor Location No. 8 for Italian-type food. The initial term was for three years starting on July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0200 – Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa, Operating Agreement (Food Court Vendor)
Contract No. 13C0200 – Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa, Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0200

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**, licensed to conduct business in the state of California, with its principal place of business at 10808 Alondra Boulevard, Cerritos, CA 90701 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1**, **2014**, and end at the close of business on ~~**June 30**, **2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

FRAN-TONE, INC. DBA FRANTONE'S PIZZA & SPAGHETTIE VILLA:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

Contract No. 13C0200

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1**, **2014**, and end at the close of business on **June 30**, **2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

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B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's

personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
Attention: John Tesoriero
10808 Alondra Blvd.
Cerritos, CA 90701
Phone: 562-896-4927
Fax: 562-924-2559

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	**"Vendor"**
Cerritos Community College District	**Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**
By: _____	By: _____
Title: VP Business Services	Title: President Fran-Tone Inc

Exhibit "A"
District Facility

Automotive Complex/Health Occupations Building Area, Vendor Location No. 8 - Approximate two hundred eighty-eight (288) square feet portion of the Automotive Complex/Health Occupations Building location as depicted in the attached diagram.

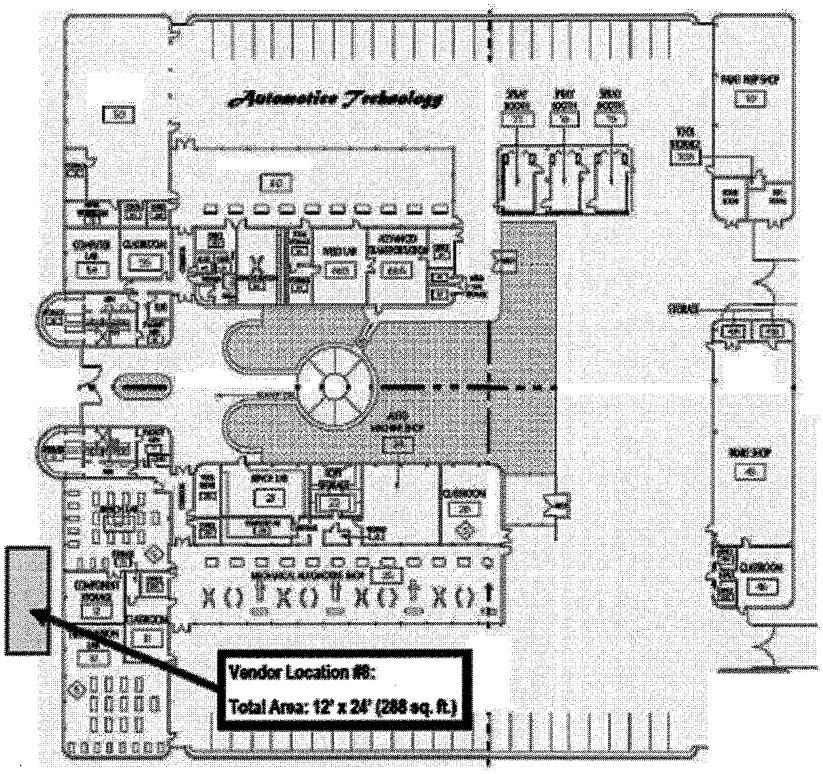


Exhibit "B"
Permitted Food Services

1. **Food Services:**

   a. Vendor shall provide Italian/American-type food via Location No. 8 in the Automotive Complex/Health Occupation Building location.

   b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. **Hours of Operation**

   a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonably reject hours of operation proposed by the District.

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend Food Services Agreement with Zebra Café for the District's Campus Food Services for Vendor Location No. 5.

ACTION
It is recommended that the Board of Trustees approve the amendment to the agreement with Zebra Café for the purpose of providing food services for the District for Vendor Location No. 5.

FISCAL IMPACT
There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District.

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
ZEBRA CAFÉ
CAMPUS FOOD SERVICES FOR VENDOR LOCATION NO. 5
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On March 19, 2014, Cerritos College entered into an agreement with Zebra Café for food services at Vendor Location No. 5 for coffee and breakfast/pastry type food. The initial term was for three years starting on July 1, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms. Zebra Café pays a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor was also required to submit a one-time signing bonus of $1,000.00 to ASCC for each location under contract.

At this time, Cerritos College would like to amend the agreement to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2018; there will be no other changes to any of the other terms and conditions of the agreement.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 13C0197 – Zebra Café, Operating Agreement (Food Court Vendor)
Contract No. 13C0197 – Zebra Café, Operating Agreement (Food Court Vendor)

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 13C0197

The AGREEMENT made and entered on **April 23, 2014**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **Zebra Café**, licensed to conduct business in the state of California, with its principal place of business at 10644 Claridge Place, Whittier, CA 90603 ("VENDOR"), is **AMENDED** on **May 4, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and VENDOR entered into that certain Operating Agreement dated **April 23, 2014** ("Agreement"), whereby VENDOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 1. Term., to extend the term for one additional one-year period, as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1**, **2014**, and end at the close of business on ~~**June 30**, **2017**~~ ***June 30, 2018*** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ *one (1)* separate consecutive additional period~~s~~ of one (1) year ~~each~~ upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

ZEBRA CAFÉ:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **23rd** day of **April 2014**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Zebra Cafe** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 13C0017, Food and/or Concession Services for Various Campus Locations dated September 19, 2013 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1, 2014**, and end at the close of business on **June 30, 2017** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10%**) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax

and customer returns, meals to employees and promotional items sold at cost. Vendor shall pay the District a $1,000.00 signing bonus per Request for Proposal No. 13C0017 provisions.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information

is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

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personnel.

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The District shall have the right to sell items that compete with Vendor's items.

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Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

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

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Zebra Cafe
Attention: Shaun Paek
10644 Claridge Pl.
Whittier, CA 90603
Phone: 562-754-4696

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	**"Vendor"**
Cerritos Community College District	**Zebra Café**
By: _____	By: Shawn Lee
Title: VP Business Services	Title: OWNER

Exhibit "A"
District Facility

Social Science Building Breezeway, Vendor Location No. 5 - Approximate two hundred twenty-four (224) square feet portion of the Social Science Building Breezeway location as depicted in the attached diagram.

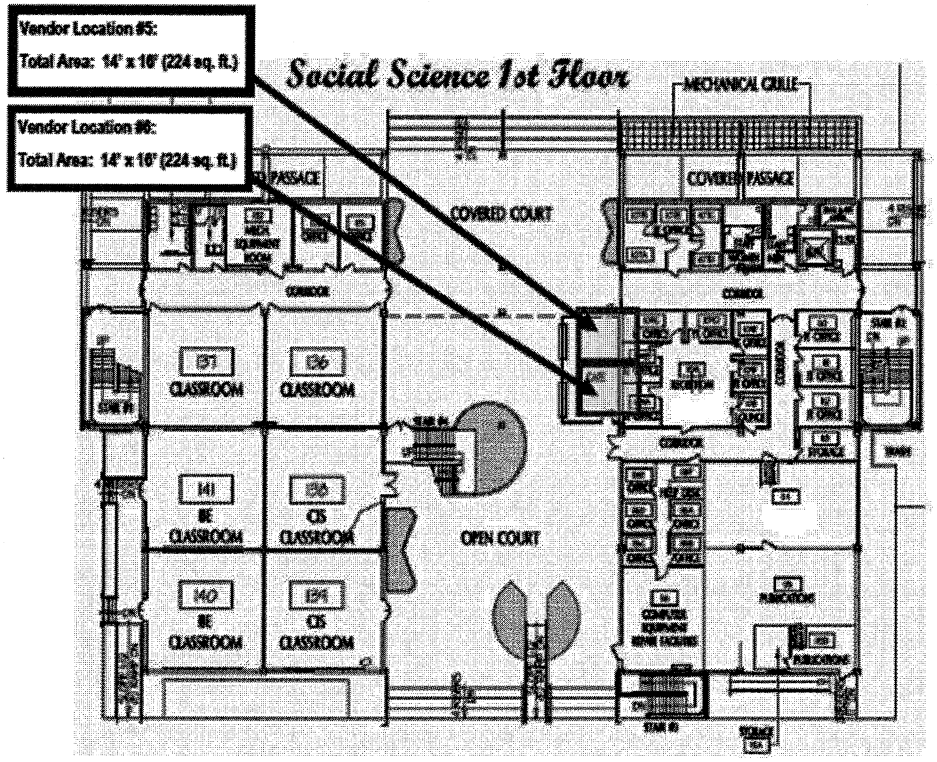


Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence or chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

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

SUBJECT: Consideration of Approval of Resolution #17-0503C Approving a Debt Issuance and Management Policy in Accordance with Senate Bill No. 1029.

ACTION
It is recommended that the Board of Trustees approve Resolution #17-0503C approving a debt issuance and management policy in accordance with Senate Bill 1029.

FISCAL IMPACT
Not applicable.

REPORT SUMMARY
Cerritos College has consulted with its bond counsel and municipal advisor regarding the development of the debt issuance and management policy to ensure compliance with Senate Bill 1029.

Existing California law requires public agencies to provide information to the California Debt and Investment Advisory Commission ("CDIAC") no later than 30 days prior to the sale of the debt. Senate Bill 1029 ("S.B. 1029"), signed into law by Governor Brown on September 12, 2016, amends this law to place additional reporting obligations on issuers of debt. In part, S.B. 1029 requires that an issuer certify that it has adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with the local debt policies. S.B. 1029 lists certain topics to be covered in the local debt policies.

The District expects to execute and deliver Measure G bonds or other forms of debt in 2017, and therefore should adopt a debt issuance and management policy in compliance with S.B. 1029. Bond counsel has assisted the District with preparing a debt issuance and management policy that is in compliance with S.B. 1029.

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

ATTACHMENT(S)
Resolution #17-0503C
Debt Issuance and Management Policy

CERRITOS COMMUNITY COLLEGE DISTRICT

DEBT ISSUANCE AND MANAGEMENT POLICY

This Debt Management Policy (the "Policy") provides written guidelines for the issuance of indebtedness by the Cerritos Community College District (the "District") in satisfaction of the requirements of S.B. 1029, codified as part of Government Code Section 8855.

Article I

Purpose and Goals

This Policy provides a framework for debt management and capital planning by the District.

This Policy has been developed to meet following goals:

(1) Identifying the purposes for which the debt proceeds may be used.

(2) Identifying the types of debt that may be issued.

(3) Describing the relationship of the debt to, and integration with, the District's capital improvement program.

(4) Establishing policy goals related to the District's planning goals and objectives.

(5) Implementing internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use upon completion of the issuance.

Article II

Purposes for Which Debt Proceeds May be Used

Section 2.01. Authority and Purposes of the Issuance of Debt

The laws of the State of California (the "State") authorize the District to incur debt to make lease payments, contract debt, borrow money, and issue bonds for college improvement projects. The District is authorized to contract debt to acquire, construct, reconstruct, rehabilitate, replace, improve, extend, enlarge, and equip such projects; to refund existing debt; or to provide for cash flow needs.

Section 2.02. State Law

Section 18 of Article XVI of the State Constitution contains the "debt limitation" formula applicable to the District.

There are a number of State laws that govern the issuance of general obligation bonds ("GO Bonds") by community college districts. Sections 1(b)(2) (Proposition 46) and 1(b)(3) of Article XIII A (Proposition 39) of the State Constitution allow the District to issue GO Bonds. The statutory authority for issuing GO Bonds is contained in Education Code Section 15000 *et seq.* Additional provisions applicable only to Proposition 39 GO Bonds are contained in Education

Code Section 15264 *et seq.* An alternative procedure for issuing GO Bonds is also available in Government Code Section 53506 *et seq.*

The statutory authority for issuing Tax and Revenue Anticipation Notes ("TRANs") is contained in Government Code Section 53850 *et seq.* Authority for lease financings is found in Education Code Section 17455 *et seq.* and additional authority is contained in Education Code Sections 17400 *et seq.*, 17430 *et seq.* and 17450 *et seq.* The District may also issue Mello-Roos bonds pursuant to Government Code Section 53311 *et seq.*

Section 2.03. Debt Issued to Finance Operating Costs

The District may deem it necessary to finance cash flow requirements under certain conditions. Such cash flow borrowing must be payable from taxes, income, revenue, cash receipts and other moneys attributable to the fiscal year in which the debt is issued.

General operating costs include, but are not limited to, those items normally funded in the District's annual operating budget.

The District's Vice President of Business Services/Assistant Superintendent (the "Vice President"), will review potential financing methods to determine which method is most prudent for the District. Potential financing sources include tax and revenue anticipation notes, temporary borrowing from the Los Angeles County Treasurer-Tax Collector, and internal temporary interfund borrowing.

Article III

Types of Debt That May be Issued

Section 3.01. Types of Debt Authorized to be Issued

A. Short-Term: The District may issue fixed-rate and/or variable rate short-term debt, which may include TRANs, when such instruments allow the District to meet its cash flow requirements. The District may also issue bond anticipation notes ("BANs") to provide interim financing for bond projects that will ultimately be paid from GO Bonds.

B. Long-Term: Debt issues may be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the projects over more than one budget year. Long-term debt should not be used to fund District operations.

Long term debt in the form of GO Bonds may be issued under Article XIII A of the State Constitution, either under Proposition 46, which requires approval by at least a two-thirds (66.67%) majority of voters, or Proposition 39, which requires approval by at least 55% of voters, subject to certain accountability requirements and additional restrictions.

The District may also enter into long-term leases and/or Certificates of Participation ("COPs") for public facilities, property, and equipment.

C. Lease Financing: Lease-purchase obligations are a routine and appropriate means of financing capital equipment and certain capital facilities. However, lease obligations may impact on budget flexibility.

D. Use of General Obligation Bonds: A significant portion of the District's capital projects are projected to be funded by GO Bond proceeds. Projects financed by the GO Bonds will be determined by the constraints of applicable law and the project list approved by voters.

Article IV

Relationship of Debt to and Integration with District's Capital Improvement Program or Budget

Section 4.01. Impact on Operating Budget and District Debt Burden

In evaluating financing options for capital projects, both short and long-term debt amortization will be evaluated when considering a debt issuance, along with the potential impact of debt service, and additional costs associated with new projects on the operating budget of the District. The cost of debt issued for major capital repairs or replacements may be judged against the potential cost of delaying such repairs.

Section 4.02. Capital Improvement Program

The Vice President and the facilities staff have responsibility for the planning and management of the District's capital improvement program subject to review and approval by the Governing Board. Staff will, as appropriate, supplement and revise any applicable Facilities Master Plan in keeping with the District's current needs for the acquisition, development and/or improvement of District's real estate and facilities. Such plans may include a summary of the estimated cost of each project, schedules for the projects, the expected quarterly cash requirements, and annual appropriations, in order for the projects to be completed.

Section 4.03. Refunding and Restructuring Policy

A. Considerations for Refunding.

1. District's Best Interest. Whenever deemed to be in the best interest of the District, the District shall consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When deemed appropriate, the Vice President should consult with a Municipal Advisor or Financial Advisor to determine financing options, conduct studies and analyses to determine the most appropriate and cost-effective financing methods, terms, security provisions, and repayment structures.

2. Net Present Value Analysis. The Vice President shall review a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposed refunding.

3. Maximize Expected Net Savings. The timing of any refinancing shall be designed to maximize the District's expected net savings over the life of the bonds.

4. Comply with Existing Legal Requirements. The refunding of any existing debt shall comply with all applicable State and Federal laws governing such issuance.

Article V

Policy Goals Related to District's Planning Goals and Objectives

In following this Policy, the District shall pursue the following goals:

1. The District shall strive to fund capital improvements from voter-approved GO Bond issues to preserve the availability of its General Fund for District operating purposes and other purposes that cannot be funded by such bond issues.

2. The District shall endeavor to attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.

3. The District shall take all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues.

4. The District shall, with respect to GO Bonds, remain mindful of its statutory debt limit in relation to assessed value growth within the community college district and the tax burden needed to meet long-term capital requirements.

5. The District shall consider market conditions and District cash flows when timing the issuance of debt.

6. The District shall determine the amortization (maturity) schedule which will fit best within the overall debt structure of the District at the time the new debt is issued.

7. The District shall match the term of the issue to the useful lives of assets funded by that issue whenever practicable and economical, while considering repair and replacement costs of those assets to be incurred in future.

8. The District shall, when planning for the issuance of new debt, consider the impact of such new debt on overlapping debt of local, state and other governments that overlap with the District.

9. The District shall, when issuing debt, assess financial alternatives to include new and innovative financing approaches, including whenever feasible, categorical grants, revolving loans or other State/federal aid, so as to minimize the encroachment on the District's General Fund.

10. The District shall, when planning for the sizing and timing of debt issuance, consider its ability to expend the funds obtained in a timely, efficient and economical manner.

Article VI

Internal Control Procedures for Issuance of Debt to Ensure Intended Use of Proceeds

Section 6.01. Structure of Debt Issues

A. Maturity of Debt: The duration of a debt issue shall be consistent, to the extent possible, with the economic or useful life of the improvement or asset that the issue is financing. Accordingly, the final maturity of the debt shall be equal to or less than the useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average life of the assets being financed. In addition, the District shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

B. Debt Structure:

1. GO Bonds:

a. *New Money Bond Issuances*: For new money bond issuances, the District shall size the bond issuance consistent with the "spend-down" requirements of the Internal Revenue Code and within any limits approved by the District's voters. To the extent possible, the District will also consider credit issues, market factors (e.g. bank qualification) and tax law when sizing the District's bond issuance.

b. *Refunding Bond Issuances*: The sizing of refunding bonds will be determined by the amount of money that will be required to cover the principal of, accrued interest (if any) on, and redemption premium for the bonds to be defeased on the call date and to cover appropriate financing costs.

c. *Maximum Maturity*: All bonds issued by the District shall mature within the limits set forth in applicable provisions of the Education Code or the Government Code. The final maturity of bonds will also be limited to the average useful life of the assets financed or as otherwise required by tax law.

2. Lease-Purchase Obligations: The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed.

C. Debt Service Structure: The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, provide flexibility, and, as practical, to recapture or maximize its debt capacity for future use.

Section 6.02. Use of Proceeds

The District shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred. In furtherance of the policy, and in connection with the issuance of all GO Bonds:

1. As required by Government Code Section 53410, the District shall only use GO Bond proceeds for the purposes approved by the District's voters; and

2. The Vice President shall have the responsibility, no less often than annually, to provide to the District's Governing Board a written report which shall contain at least the following information:

(i) The amount of the Bonds proceeds received and expended during the applicable reporting period; and

(ii) The status of the acquisition, construction or financing of the school facility projects, as identified in any applicable bond measure, with the proceeds of the GO Bonds.

These reports may be combined with other periodic reports which include the same information, including but not limited to, periodic reports made to the California Debt and Investment Advisory Commission, or continuing disclosure reports or other reports made in connection with the GO Bonds. These requirements shall apply only until the earliest of the following: (i) all the GO Bonds are redeemed or defeased, but if the GO Bonds are refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased, or (ii) all proceeds of the GO Bonds, or any investment earnings thereon, are fully expended.

3. The District shall post on the District website the Annual Report of the District's Independent Bond Oversight Committee which has been given the responsibility to review the expenditure of GO Bond proceeds to assure the community that all GO Bond funds have been used for the construction, renovation, repair, furnishing and equipping of school facilities, and not used for teacher or administrator salaries or other operating expenses.

4. The District shall hire an independent auditor to perform an annual independent financial and performance audit of the expenditure of GO Bond proceeds, and to post such audits on the District website.

Cerritos Community College District
Debt Issuance and Management Policy
Adopted on _____ __, 2017

RESOLUTION NO. 17-0503C

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT APPROVING A DEBT ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE WITH S.B. 1029

WHEREAS, the State legislature has recently enacted S.B. 1029, amending Government Code Section 8855, which requires all public agencies to certify 30 days prior to the time bonds are sold, that it has adopted local debt policies addressing the topics set forth in Government Code Section 8855(i); and

WHEREAS, the Board of Trustees (the "Board") of the Cerritos Community College District (the "District") expects to issue debt pursuant to its Measure G authorization; and

WHEREAS, from time-to-time the District has the opportunity to consider other forms of debt issuance; and

WHEREAS, the Board desires to adopt a Debt Issuance and Management Policy in compliance with Government Code Section 8855;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. The Board approves the Debt Issuance and Management Policy attached hereto.

Section 3. Officers of the Board are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

ADOPTED, SIGNED AND APPROVED this 3rd day of May, 2017.

BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT

_____

President

ATTEST:

_____

Secretary

STATE OF CALIFORNIA)
)ss
LOS ANGELES COUNTY)

I, _____, do hereby certify that the foregoing Resolution No. 17-0503C was duly adopted by the Board of Trustees of the Cerritos Community College District at a meeting thereof held on May 3, 2017 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By:_____
Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 35

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 #17-0503D 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 #17-0503D authorizing the use of an estimated $14,056,409 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 $14,056,409 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.

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 C: California Community Colleges 2016-17 First Principal Apportionment Cerritos Community College District

CALIFORNIA COMMUNITY COLLEGES
2016-17 FIRST PRINCIPAL APPORTIONMENT
CERRITOS COMMUNITY COLLEGE DISTRICT

March Revision

EXHIBIT C

Workload measures:	Base Funding	Marginal Funding	Base FTES	Growth FTES	Restored FTES	Stability FTES	Total Funded FTES	Unfunded FTES	Actual FTES
Credit FTES	5,005.683034	5,005.683057	17,324.970	0.000	0.000	-1,092.920	16,232.050	0.000	16,232.050
Noncredit FTES	3,010.058097	3,010.058097	117.310	0.000	0.000	170.710	288.020	0.000	288.020
CDCP FTES	5,005.683057	5,005.683057	298.480	0.000	0.000	-149.450	149.030	0.000	149.030
Total FTES:			17,740.760	0.000	0.000	-1,071.660	16,669.100	0.000	16,669.100

I Base Revenues +/- Restore or Decline

A Basic Allocation		$4,802,746
B Revised Base FTES Revenue		$88,570,514
1 Credit Base Revenue	$86,723,308	
2 Noncredit Base Revenue	$353,110	
3 Career Development College Prep	$1,494,096	
C Current Year Decline		$-5,705,063
Total Base Revenue Less Decline		$87,668,197

II Inflation Adjustment

A Statewide Inflation Adjustment	0%	
B Inflation Adjustment	$0	
Current Year Base Revenue + Inflation Adjustment		$87,668,197

III Basic Allocation & Restoration

A Basic Allocation Adjustment	$0
B Basic Allocation Adjustment COLA	$0
C Stability Restoration	$0
Total Basic Allocation & Restoration	$0

IV Growth

A Target Growth Rate	0.00%	$2,784,876
B Funded Growth Rate	0.00%	$0
C Funded Credit Growth Revenue	$0	
D Funded Noncredit Growth Revenue	$0	
E Funded Noncredit CDCP Growth Revenue	$0	
Total Growth Revenue		$0

V Other Revenue Adjustments

A Misc. Revenue Adjustments	$0
B. Full-Time Faculty Hiring Adjustments	$-64,557
C. Base Increase FON	$12,064
D. Base Increase Non-FON	$1,144,206
Total Revenue Adjustments	$1,091,713

VI Stability Adjustment

$5,705,063

VII Total Computational Revenue

(sum of II, III, IV, V, & VI) $94,464,973

VIII District Revenue Source

A1 Property Taxes		$9,555,620
A2 Less Property Taxes Excess		$0
B Student Enrollment Fees		$4,337,221
C1 State General Apportionment		$64,434,705
C2 Full-Time Faculty Hiring		$926,780
D Estimated EPA		$14,056,409
Available Revenue		$93,310,735
E Revenue Shortfall	0.9877813123	$1,154,238
Total Revenue Plus Shortfall		$94,464,973

IX Other Allowances and Total Apportionments

A State General Apportionment	$65,361,485
B Statewide Average Replacement Cost	$71,096
Number of Faculty Not Hired	0.00
Full-time Faculty Adjustment	$0
Net State General Apportionment	$65,361,485

X Unrestored Decline as of July 1st of Current Year

A 1st Year	$0
B 2nd Year	$0
C 3rd Year	$0
Total	$0

Basic Allocation Calculation Before Current Year COLA

College/Center Base Funding Rates (Current Year FTES Thresholds):

Single College District Funding Rates: Total FTES

> 20,000	> 10,000	<= 10,000
$6,003,433	$4,802,746	$3,602,060

Mult-College District Funding Rate: Total FTES

Rural	> 20,000	> 10,000	<= 10,000
$1,145,692	$4,802,746	$4,202,403	$3,602,060

FTES:

							Total Colleges
0	1	0	0	0	0	0	1

Revenue:

							Total Colleges Rev.
$0	$4,802,746	$0	$0	$0	$0	$0	$4,802,746

State Approved Center: Funding Rates

0	$1,200,687	0

Total State Approved Centers

$0

Grandfathered or Previously Approved Center: Funding Rates @ FTES Levels

> 1,000	> 750	> 500	> 250	<= 100
$1,200,687	$900,515	$600,343	$300,172	$150,086

Number of Grandfathered or Previously Approved Centers: @ Total FTES

0	0	0	0	0	0

Total Grandfathered or Previously Approved Centers

Grandfathered or Previously Approved Center Revenue:

$0	$0	$0	$0	$0	$0

Total Grandfathered or Approved Center

Total Basic Allocation Revenue

$4,802,746

Report produced on 3/10/2017 at 8:02:54AM

CALIFORNIA COMMUNITY COLLEGES
2016-17 FIRST PRINCIPAL APPORTIONMENT
CERRITOS COMMUNITY COLLEGE DISTRICT

March Revision

EXHIBIT C

Workload measures:	Base Funding	Marginal Funding	Base FTES	Growth FTES	Restored FTES	Stability FTES	Total Funded FTES	Unfunded FTES	Actual FTES
Credit FTES	5,005.683034	5,005.683057	17,324.970	0.000	0.000	-1,092.920	16,232.050	0.000	16,232.050
Noncredit FTES	3,010.058097	3,010.058097	117.310	0.000	0.000	170.710	288.020	0.000	288.020
CDCP FTES	5,005.683057	5,005.683057	298.480	0.000	0.000	-149.450	149.030	0.000	149.030
Total FTES:			17,740.760	0.000	0.000	-1,071.660	16,669.100	0.000	16,669.100

I Base Revenues +/- Restore or Decline

A Basic Allocation		$4,802,746
B Revised Base FTES Revenue		$88,570,514
1 Credit Base Revenue	$86,723,308	
2 Noncredit Base Revenue	$353,110	
3 Career Development College Prep	$1,494,096	
C Current Year Decline		$-5,705,063
Total Base Revenue Less Decline		$87,668,197

II Inflation Adjustment

A Statewide Inflation Adjustment	0%	
B Inflation Adjustment	$0	
Current Year Base Revenue + Inflation Adjustment		$87,668,197

III Basic Allocation & Restoration

A Basic Allocation Adjustment	$0
B Basic Allocation Adjustment COLA	$0
C Stability Restoration	$0
Total Basic Allocation & Restoration	$0

IV Growth

A Target Growth Rate	0.00%	$2,784,876
B Funded Growth Rate	0.00%	$0
C Funded Credit Growth Revenue	$0	
D Funded Noncredit Growth Revenue	$0	
E Funded Noncredit CDCP Growth Revenue	$0	
Total Growth Revenue		$0

V Other Revenue Adjustments

A Misc. Revenue Adjustments	$0
B. Full-Time Faculty Hiring Adjustments	$-64,557
C. Base Increase FON	$12,064
D. Base Increase Non-FON	$1,144,206
Total Revenue Adjustments	$1,091,713

VI Stability Adjustment

$5,705,063

VII Total Computational Revenue

(sum of II, III, IV, V, & VI) $94,464,973

VIII District Revenue Source

A1 Property Taxes		$9,555,620
A2 Less Property Taxes Excess		$0
B Student Enrollment Fees		$4,337,221
C1 State General Apportionment		$64,434,705
C2 Full-Time Faculty Hiring		$926,780
D Estimated EPA		$14,056,409
Available Revenue		$93,310,735
E Revenue Shortfall	0.9877813123	$1,154,238
Total Revenue Plus Shortfall		$94,464,973

IX Other Allowances and Total Apportionments

A State General Apportionment	$65,361,485
B Statewide Average Replacement Cost	$71,096
Number of Faculty Not Hired	0.00
Full-time Faculty Adjustment	$0
Net State General Apportionment	$65,361,485

X Unrestored Decline as of July 1st of Current Year

A 1st Year	$0
B 2nd Year	$0
C 3rd Year	$0
Total	$0

Basic Allocation Calculation Before Current Year COLA

College/Center Base Funding Rates (Current Year FTES Thresholds):

Single College District Funding Rates: Total FTES

> 20,000	> 10,000	<= 10,000
$6,003,433	$4,802,746	$3,602,060
FTES:		
0	1	0
Revenue:		
$0	$4,802,746	$0

Mult-College District Funding Rate: Total FTES

Rural	> 20,000	> 10,000	<= 10,000
$1,145,692	$4,802,746	$4,202,403	$3,602,060
0	0	0	0
$0	$0	$0	$0

Total Colleges
1
Total Colleges Rev.
$4,802,746

State Approved Center: Funding Rates

	Total State Approved Centers	Total State Approved Centers Revenue
$1,200,687	0	$0

Grandfathered or Previously Approved Center: Funding Rates @ FTES Levels

> 1,000	> 750	> 500	> 250	<= 100
$1,200,687	$900,515	$600,343	$300,172	$150,086
Number of Grandfathered or Previously Approved Centers: @ Total FTES				
0	0	0	0	0
Grandfathered or Previously Approved Center Revenue:				
$0	$0	$0	$0	$0

Total Grandfathered or Previously Approved Centers
0
Total Grandfathered or Approved Center
$0

Total Basic Allocation Revenue
$4,802,746

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2017

ACTION
It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2017.

FISCAL IMPACT
The items are budgeted in the General Fund.

REPORT SUMMARY
It is recommended that the Board of Trustees ratify the following warrants for the quarter ending March 31, 2017:

- 7,750 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $21,246,372.12; and

- 3,117 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $16,658,093.02.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 37

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 Quarterly Fiscal Status Report for the Quarter Ending March 31, 2017

ACTION

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending March 31, 2017.

FISCAL IMPACT

This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

REPORT SUMMARY

This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of March 31, 2017 showing that revenues exceeded expenditures by $6,728,921. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive $40,865,780.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing “required contingency” versus “actual general fund cash balance”.

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

ATTACHMENT(S)
Quarterly Financial Status Report, CCFS-311Q.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 03, 2017**

Agenda Item No. 38

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 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 adjustments will decrease the Unrestricted General Fund ending balance.

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 balance.

Page 3 reflects budget augmentation for Fine Arts and Communication. This will result in a decrease to Unrestricted General Fund ending balance.

Page 4 reflects a revenue increase for reallocated funds for Cooperative Agency Resources Education, and Foster Parent Training, per Chancellor's Office. These adjustments have no effect on the Restricted General Fund ending balance. Expenditures will be adjusted correspondingly.

Page 5 reflects setting up revenue for donation that was received. This adjustment has no effect on the President's Innovation Fund ending balance. Expenditures will be adjusted correspondingly.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Budget Adjustment Details (5 Pages).

BUDGET TRANSFERS FOR MAY 3, 2017

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(2,941)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(10,000)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(12,941)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	10,000
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	2,941
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**12,941**

Transfers: To align budget to cover salary expenses for adult hourly in Humanities and Social Science; travel, and lease of copier machine for Institutional Effectivenes, Research and Planning.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Two (2)

Divisions/Departments/Programs:

Institutional Effectiveness, Research and Planning; Business Education; Humanities and Social Science

BUDGET TRANSFERS FOR MAY 3, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(8,098)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	(2,402)
CONTINGENCY	$	
TOTAL	$	**(10,500)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	500
CAPITAL OUTLAY	$	10,000
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**10,500**

Transfers: To transfer budget to specific line items for software.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Strong Workforce Program - District

BUDGET ADJUSTMENTS FOR MAY 3, 2017

01.0 FUND - GENERAL FUND - UNRESTRICTED

Expenditure Budget

00000.0-00000-02520-2320-1052000 Fine Arts and Communication	$	5,000

To cover stipend for construction of custom wedging tables for the ceramics program in the new Fine Arts Building. Board approved on Janurary 18, 2017.

Total Expenditure Budget	$	**5,000**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MAY 3, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-72800-8629-0000000 State - Cooperative Agency Resources Education	$	5,000
To reflect 2016-17 reallocation per Chancellor's Office. Budget allocated to payments to or for students.		
00000.0-00000-75900-8652-0000000 State - Foster Parent Training	$	2,560
To set up 2016-17 reallocated funds per Chancellor's Office. Budget allocated to salary and related payroll taxes for adult hourly.		
Total Revenue Budget	$	**7,560**

Fiscal Impact: No effect on the ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Two (2)

BUDGET ADJUSTMENTS FOR MAY 3, 2017

69.4 FUND - PRESIDENT'S INNOVATION FUND

Revenue Budget

00000.0-00000-01200-8820-0000000 Local - President's Office	$ 1,000

To set up revenue for a donation that was received. Budget allocated to non-instructional supplies.

Total Revenue Budget	$ **1,000**

Fiscal Impact: No effect on the ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2016-2017 Academic Year**

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

Lead Custodian (Facilities), Classified Salary Schedule: Grade 28, Step 1 ($3,571.00/month), effective date: XXX [Name to be provided on the Revision]

Curriculum Assistant (Academic Affairs), Classified Salary Schedule: Grade 34, Step 1 ($4,100.00/month), effective: XXX [Name to be provided on the Revision]

Program Assistant (Technology), Classified Salary Schedule: Grade 30, Step 1 ($3,733/month), effective: xxx [Name to be provided on the Revision]

Out-of-Class* extended assignment as Administrative Assistant (Confidential) Grade 18, Step 1 ($5,364.00) effective March 1, 2017 through April 14, 2017: *Rebecca Rios*

Out-of-Class* assignment as Lead Custodian – Graveyard Shift Grade 28, Step 4 + L2 ($4,734.68/month, includes 5% shift differential) effective April 3, 2017 not to exceed June 2, 2017: *Alfred C. Rodriguez*

** Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Crable, Kristine*	DSPS	Instructional Aide ll	$13.30/hr	4/05/2017
Diaz, Hector*	Financial Aid	Assessment Clerk	$10.50/hr	3/21/2017
Geil, Rory**	Community Education	Program Facilitator	$14.32/hr	4/07/2017
Hernandez Diaz, Jose A.*	Technology	Vocational Ed. & Special Projects Asst.	$17.04/hr	4/05/2017
Hernandez, Jesus	Success Center	Instructional Aide l	$10.50/hr (1)	4/03/2017
Hernandez, Trinidad*	Financial Aid	Assessment Clerk	$10.50/hr	3/21/2017
Hinton, Sarah*	EPP	Instructional Aide ll	$13.30/hr (1)	4/03/2017
Hughes, Areal	Admissions & Records	Registration Account Clerk	$10.50/hr (1)	4/10/2017
Magao, Engelbert Madaag*	Technology	Vocational Ed. & Special Projects Assistant	$17.04/hr	3/21/2017

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: May 3, 2017

Name	Unit	Classification	Rate	Cleared for Employment
Peters, Alora Monique**	CalWorks	Division Secretary Clerk	$10.94/hr	4/13/2017
Regalado, Heather Mendoza*	Adult Education	Community Education Specialist	$30.27/hr	3/29/2017
Robinson, Emily Garces*	Adult Education	Community Education Specialist	$30.27/hr	3/29/2017
Rojas Rivera, Juan Carlos	Success Center	Instructional Aide II	$13.30/hr	3/24/2017
Siangio, John*	DSPS	Instructional Aide II	$13.30/hr	4/13/2017
Smith, Sandra Lenese**	Adult Education	Community Education Specialist	$30.27/hr	3/29/2017
Soto, Valerie*	Adult Education	Program Facilitator	$14.32/hr	4/13/2017
Toribio, Neptali*	Technology	Community Education Specialist	$30.27/hr	3/21/2017
Torres, Daniel*	Adult Education	Community Education Specialist	$30.27/hr	3/29/2017
Uribe, Fredy Gyovanny*	DSPS	Special Education Aide	$10.50/hr	4/13/2017
Vargas, Jose Lino**	Adult Education	Community Education Specialist	$30.27/hr	3/29/2017
Vargas, Maddison	Business	Secretary	$11.78/hr	3/23/2017

III. 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, 2018, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Anguiano, Sara**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$30.27/hr	4/03/2017
Call, Neal**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$30.27/hr	4/03/2017
Durazo, Adrian**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$30.27/hr	4/03/2017
Geil, Rory**	Community Education	Program Facilitator	$14.32/hr	4/03/2017
Jones, Andrew	Library	Instructional Aide I	$10.50/hr (1)	4/03/2017
Maehara, June**	Community Education	Community Education Specialist I/Kids College	$30.27/hr	3/07/2017
Mancilla Solar, Michelle*	Library	Program Assistant II	$11.78/hr	4/13/2017

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: May 3, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval of Employment of 2017 Summer Session Faculty Personnel

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017 Summer Session, as presented on the attached list.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
The attached list of Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, 2017 Summer Session.

FACULTY: TEMPORARY PART-TIME
2017 SUMMER SESSION

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Cardona, Rodolfo	RE	Adult Education	6BD	79.31
Chavez de Vasquez, Ana	RE	Adult Education	6AM	76.67
Fragoso, Manuel	RE	Adult Education	2AB	62.26
Garner, Jacqueline	RE	Adult Education Counseling	3CM	52.63
Girgis, Renee	RE	Adult Education	1AB	58.96
Iachetta, Carolyn	RE	Adult Education	1AB	58.96
Jackson, Michael	RE	Older Wiser Learner	6BB	74.04
Khalil, Ragaa	RE	Adult Education	2BB	62.26
Levy, Elijiah	RE	Older Wiser Learner	6BD	79.31
Lopez, Alejandro	RE	Adult Education	6BB	74.04
Lozano, Jorge	RE	Adult Education; OWL	6BB	74.04
Mansell, Bonnie	RE	Adult Education	6BB	74.04
Mondaca, Frances	RE	Adult Education	6BM	76.64
Nunez, Maria	RE	Adult Education	6BM	76.64
Nunez, Norberto	RE	Adult Education	6BB	74.04
Ochoa, Lorena	RE	Adult Education Counseling	4DM	54.48
Ortiz, Lorena	RE	Adult Education	6BM	76.64
Perez Juarez, Marcela	RE	Adult Education	1BB	58.96
Ramos, Maria	RE	Adult Education	6BM	76.64
Rosales, Israel	RE	Adult Education	1AB	58.96
Samel, Chrysna	RE	Adult Education	3AM	67.81
San Nicolas, Kathleen	RE	Adult Education	6BB	74.04
Sanchez, Marisol	RE	Adult Education	6BB	74.04
Sanchez, Sandra	RE	Adult Education	6BM	76.64
Takeuchi, Kevin	RE	Adult Education	6BM	76.64
Tucker, Jazmine	RE	Adult Education	6BM	76.64
Van Herk, Tracy	RE	Older Wiser Learner	6BM	76.64

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Acheson, Michael	RE	Business Administration	6BM	76.64
Acosta, Pauline	RE	Women's Studies	3AD	70.18
Akini (Clem), Pamela	RE	Business Administration	1BM	61.03
Ambriz, Jr., Larry	RE	Accounting/Finance	1BM	61.03
Anaya, Jose	RE	Business Administration	6BM	76.64

* NH=New Hire, RE=Reemployed

Baber, James	RE	Business Administration	6BM	76.64
Berling, Kim	RE	Philosophy	2AD	66.69
Bodmer, Ryan	RE	Administration of Justice	2AM	64.43
Brown, Scott	RE	Business Administration	6BM	76.64
Celestine, Mellonie	RE	Business Administration	1BM	61.03
Chatman, Timothy	RE	Philosophy	1AM	61.03
Ciraulo, Tammy	RE	Business Administration	1BM	61.03
Connelly, Gary	RE	Business Administration	2AM	64.43
De Los Rios, Katya	RE	Economics	6BM	76.64
Deering, Mark	RE	Philosophy	4AM	71.20
Der-Mesropian, Emma	RE	Sociology	6BM	76.64
Diaz, Corina	RE	Sociology	2AM	64.43
Dokter, Derek	RE	Business Administration	1BM	61.03
Elam, Christine	RE	Business Administration	6BM	76.64
Elarcosa, Jose	RE	Business Administration	4AM	71.20
Elbiali, Abdelwahab	RE	Economics	5AD	77.39
Fantroy, Sharon	RE	Business Administration	6BM	76.64
Gaffaney, Gialisa	RE	Political Science	6BD	79.31
Gao, Rihao	RE	Political Science	2AM	64.43
Garza, Javier	RE	Business Administration	6BM	76.64
Ghidella, Richard	RE	Business Administration	6BM	76.64
Hall, David	RE	History	6BM	76.64
Jo, Jeannie	RE	Business Administration	6AM	76.64
Keenan, Diane	RE	Economics	6BM	76.64
Kelly, David	RE	Political Science	2AM	64.43
Keshishyan, Petros	RE	Business Administration	6BM	76.64
Larson, Mary Ann	RE	Psychology	6BD	79.31
Le Coz, Rosemarie	RE	Accounting/Finance	2AM	64.43
Merino-Hernandez, Humberto	RE	Economics	1AM	61.03
Mosley, Yolanda	RE	Political Science	4AM	71.20
Munoz, Davene	RE	Business Administration	1BM	61.03
Ramirez, Adriana	RE	History	6BM	76.64
Sandoval, Carlos	RE	Psychology	6BM	76.64
Sauber, David	RE	Paralegal Education	5AD	77.39
Shopfner, Joyce	RE	Bus. Computerized Tech.	6BB	74.04
Sliff, Robert	RE	Philosophy	6BM	76.64
Smart, Bobbi-Lee	RE	Sociology	2AM	64.43
Smith, James	RE	Administration of Justice	2AD	66.69
Smith, Justin	RE	History	2AM	64.43
Smith, Stacey	RE	Economics	5AM	74.76
Stevenson, Kevin	RE	Business Administration	6BM	76.64
Sutherland, Corine	RE	Philosophy	6BM	76.64
Titel, Marc	RE	Business Administration	6AM	76.64
Trieu, Tim Nam	RE	Business Administration	4AM	71.20

* NH=New Hire, RE=Reemployed

Tsuhako, Joy	RE	Sociology	4AM	71.20
Van Dine, Barbara	RE	Business Administration	5BM	74.76
Walquist, Brian	RE	Administration of Justice	4AM	71.20
Waszak, Leon	RE	History	6BD	79.31
Yilan, Luo (Heidi)	RE	Economics	1AM	61.03
Youssef, Mariam	RE	Women's Studies	2AM	64.43
Ysais, Michelle	RE	Sociology	6BM	76.64

III. HEALTH OCCUPATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Benson, Marie	RE	Dental Hygiene	4AM	71.20
Delgadillo, Martha	RE	Nursing	2AM	64.43
DiPietro-Fife, DiAnn	RE	Dental Hygiene	6BB	74.04
Medina, Ceci	RE	Child Development	6BM	76.64
Nguyen, Ann	RE	Dental Hygiene	6BM	76.64
Rogers, Pamela	RE	Child Development	1BM	61.03
Roque, Guadalupe	RE	Child Development	6BM	76.64
Segovia, Erika	RE	Dental Hygiene	1BB	58.96
Tawadros, Yousif	RE	Medical Assisting	1AB	58.96
Yu, Jessica	RE	Culinary Arts	2AM	64.43

IV. LIBERAL ARTS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Aguirre, Geoffrey	RE	English	3AD	70.18
Amano-Tompkins, Tommy	RE	English	3AM	67.81
Andreacchi, Bart	RE	English	2AM	64.43
Avalos, Rebecca	RE	Speech	1BM	61.03
Bair, Richard	RE	ESL	3AM	67.81
Berry, Pat	RE	ESL	6BM	76.64
Bertea, Cynthia	RE	ESL	3AM	67.81
Blake, Lesley	RE	English	3AM	67.81
Carney, Danielle	RE	English	6BM	76.64
Carrell, Ken	RE	Speech	3AM	67.81
Chao, Iris	RE	English	5AM	74.76
Chatham, Lynne	RE	English	6BM	76.64
Cifuentes, Otto	RE	Spanish	5AM	74.76
Cole, Erin	RE	English	5AM	74.76
Cristin, Sara	RE	English	2AM	64.43
Crozier, Judith	RE	English	4AM	71.20
Crum, Anjanette	RE	English	6BM	76.64

* NH=New Hire, RE=Reemployed

Deon, Letitia	RE	English	3AM	67.81
Dongell, Robert	RE	English	6BM	76.64
Espinoza, Carolina	RE	English	3AM	67.81
Folayan, Elaine	RE	English	4BD	73.70
Gil, Nicholas	RE	English	3AM	67.81
Granillo, Christine	RE	English	1AM	61.03
Hall, Avery	RE	Reading	6BD	79.31
Hammond, Robert	RE	English	1AM	61.03
Hicks, Sarah	RE	English	3AM	67.81
Kane, John	RE	Reading	6BM	76.64
Krulic, James	RE	English	6BM	76.64
La Porta, Michele	RE	English	6BM	76.64
Lamas, Catherine	RE	English	2AM	64.43
Lefebvre, Lyndsey	RE	English	6BM	76.64
Ludvigsen, Lindsay	RE	English	4AM	71.20
Maravilla, Rudith	RE	English	2AM	64.43
Mata, Chimene	RE	English	6BM	76.64
McLaughlin, Patrick	RE	Reading	6BM	76.64
Milinich, Mark	RE	English	6BD	79.31
Morrison, Anna	RE	English	4AM	71.20
Orr, Alyesse	RE	English	2AM	64.43
Parseghian, Levon	RE	English	1AM	61.03
Pham, Viethang	RE	English	6BD	79.31
Poturica, Vincent	RE	English	2AM	64.43
Powell, Laura	RE	English	2AM	64.43
Reyes, Amanda	RE	English	2AM	64.43
Rodriguez, Philip	RE	English	6BD	79.31
Sadeghipour, Allia	RE	English	2AM	64.43
Smith, Harold	RE	Reading	6BM	76.64
Stansbury, DeAnna	RE	English	4AM	71.20
Vanciu, Alina	RE	English	6BM	76.64
Wallace, Toren	RE	English	1AM	61.03
Walsh, Wendy	RE	English	6BM	76.64
Watnik, Webster	RE	English	6BM	76.64
Whynaught, Jeffrey	RE	English	1AM	61.03
Yang, Ruixue Lucy	RE	Reading	6BM	76.64
Zamora, Victor	RE	English	3AM	67.81

* NH=New Hire, RE=Reemployed

V. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Berney, Daniel	RE	Dance	3BM	67.81
Castro, Maria	RE	Physical Education	3AM	67.81
Chan, Judy	RE	Physical Education	6BB	74.04
Christou, Dayna	RE	Physical Education	6BM	76.64
Coliflores, Vicmar	RE	Physical Education	6BM	76.64
Fischer, Jeffrey	RE	Physical Education	4AM	71.20
Fritzler, Amythyst	RE	Dance	3AM	67.81
Gracia-Iris, Holly	RE	Physical Education	1BM	61.03
Guadagno, Jenel	RE	Physical Education	1BM	61.03
Hammond, Jamie	RE	Physical Education	6BM	76.64
Kim, Alvin	RE	Physical Education	6BM	76.64
Luna, Mercedes	RE	Physical Education	4AM	71.20
Marquez, Octavio	RE	Physical Education	2BB	62.26
Nguyen, Long	RE	Physical Education	6BD	79.31
Ramos, Brian	RE	Physical Education	3AM	67.81
Rosa, Steve	RE	Dance	2AM	64.43
Sweet, Beverly	RE	Physical Education	6BM	76.64
Waider, Petja	RE	Physical Education	6BM	76.64
Zamora, Hector	RE	Physical Education	3AM	67.81

VI. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aguiniga, Javier	RE	Mathematics	2AM	64.43
Barajas, Daniela	RE	Geography	2AM	64.43
Bateman, Michael	RE	Mathematics	6BM	76.64
Bell, Priscilla	RE	Chemistry	6BD	79.31
Berekian, Beverly	RE	Earth Science	3AM	67.81
Bonakdar, Merdad	RE	Mathematics	5AM	74.76
Buschauer, Robert	RE	Physics	6BM	76.64
Cocca, Stephanie	RE	Biology	3AM	67.81
Cook, Shaun	RE	Chemistry	1AM	61.03
Cottrell, Wayne	RE	Engineering	1BD	63.16
Dukhovny, Olga	RE	Chemistry	6BM	76.64
Elgindi, Isaac	RE	Mathematics	2AM	64.43
Flores, Wilfredo	RE	Mathematics	6BM	76.64
Ford, Diane	RE	Mathematics	6BM	76.64
Gillotte, Christopher	RE	Mathematics	2AM	64.43

* NH=New Hire, RE=Reemployed

Goode, Ryan	RE	Geography	4AD	73.70
Ho, Thach	RE	Chemistry	6BM	76.64
Huang, Fuze (Mike)	RE	Mathematics	6BD	79.31
Hugenberger, Scott	RE	Astronomy	6BD	79.31
Igolnikov, Mark	RE	Mathematics	6BM	76.64
Kennedy, Wentsworth	RE	Biology	2AD	66.69
Maravilla, Eugenia	RE	Chemistry	1AM	61.03
McNulty, Susan	RE	Biology	4AD	73.70
Montegary, Matthew	RE	Mathematics	1AM	61.03
Morcos, Tharwat	RE	Mathematics	6BM	76.64
Moskun, Amy	RE	Chemistry	2AM	64.43
Murugiah, Yarmoli	RE	Mathematics	2AM	64.43
Ngo, Hai	RE	Mathematics	4AM	71.20
Nguimdjou, Emmanuel	RE	Mathematics	6BM	76.64
Niu, Kun	RE	Mathematics	1BM	61.03
Okbamichael, Mussie	RE	Earth Science	6BD	79.31
Pallwitz, Karla	RE	Mathematics	6BM	76.64
Rath, Carolyn	RE	Earth Science	4AM	71.20
Reyes, Jesus	RE	Biology	1AM	61.03
Roque, Tatiana	RE	Mathematics	6BM	76.64
Sarvi, Kayvon	RE	Mathematics	2AM	64.43
Shimazu, Matthew	RE	Chemistry	2AM	64.43
Surfas, Lesley	RE	Geography	6BM	76.64
Takeuchi, Kevin	RE	Mathematics	6BM	76.64
Tamminga, Scott	RE	Anatomy & Physiology	6BM	76.64
Tran, Henry	RE	Computer Sciences	4AM	71.20
Tran, Le	RE	Mathematics	6AM	76.64
Tran, Thein	RE	Mathematics	2AM	64.43
Trinh, Thanh	RE	Mathematics	6BM	76.64
Yi, Paul	RE	Mathematics	3AM	67.81
Yu, Andy	RE	Mathematics	2AM	64.43

VII. TECHNOLOGY

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Barnes, James	RE	Machine Tool Technology	6BB	74.04
Chisum, Anthony	RE	Automotive Collision Repair	6BB	74.04
Ferre, Brian	RE	Automotive Collision Repair	6BB	74.04
Figueroa, Melissa	RE	Welding	1AB	58.96
Fitzgerald, Barrett	RE	Plastics & Composites	6AB	74.04
Gallagher, Peter	RE	Automotive Mechanical Repair	1BB	58.96
Gonzalez, Juan	RE	Automotive Mechanical Repair	6BB	74.04
Hernandez, Benjamin	RE	Woodworking	4BB	68.80

* NH=New Hire, RE=Reemployed

Hutchison, Phil	RE	Automotive Collision Repair	6BB	74.04
Jackson, Lee	RE	Machine Tool Technology	6BB	74.04
Jamka, Alan	RE	Engineering Technology	5AM	74.76
Krause, Peter	RE	Woodworking	6BB	74.04
Nunez, Johnny	RE	Welding	5AB	72.24
O'Farrell, Fergus	RE	Plastics & Composites	6BB	74.04
Ouwehand, Michael (Todd)	RE	Woodworking	6BM	76.64
Roper, David	RE	Automotive Mechanical Repair	2BB	62.26
Sanchez, Carlos	RE	Woodworking	6BB	74.04
Spaziano, Michael	RE	Plastics & Composites	2BB	62.26
Stever, Eugene	RE	Engineering Design Technology	5BB	72.24
Supple, Marty	RE	Automotive Mechanical Repair	6BB	74.04
Van, Holly	RE	Architecture	2AM	64.43
Vasilik, Richard	RE	Automotive Mechanical Repair	6BB	74.04

VIII. STUDENT SERVICES - COUNSELING

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Alcala, Claudia	RE	CalWORKs Counseling	3CM	52.63
Alvarado, Joanna	RE	CalWORKs Counseling	1DM	49.14
Anang-Kolletty, Yuhaniz	RE	Counseling	4DM	54.48
Beckham, Meri	RE	Counseling	4CD	56.39
Blod, Lisa	RE	CalWORKs Counseling	3CM	52.63
Boudreau, Debbie	RE	Counseling	4DM	54.48
Casillas, Veronica	RE	Financial Aid Counseling	3CM	52.63
Cesena, MiaSarah	RE	Counseling	1DM	49.14
Chaney, Marcia	RE	Financial Aid Counseling	4DM	54.48
Cutkomp, Jeffrey	RE	Counseling	1DM	49.14
Embry, Bernice	RE	Counseling; Financial Aid	1CM	49.14
Franco, Ramon	RE	Counseling	1CM	49.14
Gaines, Kenneth	RE	Counseling	4DM	54.48
Gambala, Mark	RE	Counseling	1DM	49.14
Lehmeier, Marisa	RE	CalWORKs Counseling	3CM	52.63
Loera, Claudia	RE	Counseling	4DM	54.48
Macias, Dora	RE	International Counseling	4DM	54.48
Majano, Natasha	RE	Counseling; Financial Aid	1CM	49.14
Maravilla, Carmen	RE	Financial Aid Counseling	1CM	49.14
Miranda, Rousana	RE	Financial Aid Counseling	4CM	54.48
Morgan, Rebecca	RE	Counseling	3CD	54.48
Ochoa, Lorena	RE	Counseling	4CM	54.48
Penn, Tenia	RE	Financial Aid Counseling	1CM	49.14
Pizer, Janis	RE	CalWORKs Counseling	4DM	54.48
Ramirez, Diana	RE	Counseling; Financial Aid	1CM	49.14

* NH=New Hire, RE=Reemployed

Ramirez, Yesenia	RE	CalWORKs Counseling	1DM	49.14
Rosas, Carlos	RE	CalWORKs Counseling	1CM	49.14
Toumajian, Mary Kay	RE	Counseling	4DM	54.48
Yang, Jack	RE	International Counseling	1DM	49.14

IX. LIBRARY/LEARNING RESOURCE CENTER

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Carrillo, Marco	RE	Librarian	2CM	50.86
Daugherty, Heather	RE	Librarian	2CM	50.86
Guter, Bruce	RE	Librarian	2CM	50.86
Huang, Fuze (Mike)	RE	Math Success Center	6BD	77.39
Hultman, Jason	RE	Math Success Center	1AM	61.03
Johnson, John	RE	Math Success Center	6BM	76.64
Mitchell, Valencia	RE	Librarian	4DM	54.48
Montegary, Matthew	RE	Math Success Center	1AM	61.03
Ortiz, Lorena	RE	Math Success Center	6BM	76.64
Owen, Margie	RE	Librarian	4DM	54.48
Russell, Bruce	RE	Librarian	4DM	54.48
Sampson, Lynda	RE	Librarian	4DM	54.48
Schenk, Lauren	RE	Librarian	4CM	54.48
Taibjee, Sukena	RE	Librarian	2CM	50.86
Vogel, Karen	RE	Librarian	4DM	54.48
Wallace, Mara	RE	Librarian	4CM	54.48

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 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 SemesterDoctorate
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=1th 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

* NH=New Hire, RE=Reemployed

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 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 2016-2017 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2016-2017 Academic Year

FACULTY: TEMPORARY PART-TIME
2016-2017 ACADEMIC YEAR

I. PHYSICAL EDUCATION

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Gonzalez, Felipe	NH	Coaching	1AB	58.96

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 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 SemesterDoctorate
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=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**

Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

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 Resource 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

	Name	Unit	Classification	Effective Date
1)	Cameron, Richard	Fine Arts/Communications – Journalism	Professor	6/1/2017
2)	Cardenas, Ilda M.	Library/LRC	Library Technical Specialist	5/30/2017

Presented to the Board of Trustees: May 3, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 43

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval of Work Calendar for the 2017-2018 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees

ACTION
It is recommended that the Board of Trustees approve the attached 2017-2018 Work Calendar for classified bargaining unit, management, and confidential employees.

FISCAL IMPACT
No additional financial impact. This is budgeted in the General Fund.

REPORT SUMMARY
The Board of Trustees annually approves a work calendar for classified, management, and confidential employees. The 2017-2018 Work Calendar establishes the work days and designated mandated and Board Approved Holidays for the 2017-2018 fiscal year for classified bargaining unit, management, and confidential employees. The information in the Work Calendar is required by the Los Angeles County of Education (LACOE) system to generate payrolls for these employees. Work days information also is required by CalSTRS and CalPERS guidelines. CSEA leadership has reviewed the proposed work calendar and supports its implementation.

In accordance with the provisions of Article 7.13 of the CSEA-District Collective Bargaining Agreement, the District shall provide 17 paid holidays, as follows, to eligible bargaining unit employees in accordance with the terms and conditions of this Article. The mandated paid holidays for bargaining unit members shall be prescribed in the Annual Work Calendar prepared by the Human Resources Department. The annual holiday observation dates will be established in accordance with the California Community Colleges Chancellor's Office and consultation between the District and CSEA representatives. The seven Board Approved Holidays are: Friday after Thanksgiving, Christmas Eve in lieu of Admissions Day, four days following Christmas, and the Friday of Spring Break.

On November 30, 2015, the State Chancellor's Office for California Community Colleges notified Districts of the mandated holiday dates for fiscal years 2015-16, 2016-17, 2017-18 and 2018-19 based on Education Code §79020. There are 10 mandated holidays for 2017-18: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Abraham Lincoln Day, George Washington Day, and Memorial Day.

Attached is the proposed 2017-2018 Work Calendar for classified bargaining unit, management, and confidential employees. This calendar indicates the mandated and local holidays proposed for the 2017-2018 fiscal year in accordance with the provisions of the State Education Code, CSEA-District Collective

Bargaining Agreement, and consistent with Board-approved holidays normally scheduled for these employee groups.

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

ATTACHMENT(S)
Work Calendar for the 2017-2018 fiscal year for classified bargaining unit, management, and confidential employees.

Cerritos College

2017-2018 Work Calendar

July, 2017						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January, 2018						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August, 2017						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February, 2018						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

September, 2017						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March, 2018						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October, 2017						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April, 2018						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November, 2017						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May, 2018						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December, 2017						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June, 2018						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Mandated and Board Approved Holidays

Jul 4	Independence Day
Sep 4	Labor Day
Nov 10	Veteran's Day
Nov 23	Thanksgiving Day
Nov 24	Board Approved Holiday (Friday after Thanksgiving)
Dec 22	Board Approved Holiday
Dec 25	Christmas Day
Dec 26	Board Approved Holiday
Dec 27	Board Approved Holiday
Dec 28	Board Approved Holiday
Dec 29	Board Approved Holiday
Jan 1	New Year's Day
Jan 15	Dr. Martin Luther King, Jr. Day
Feb 16	Abraham Lincoln Day
Feb 19	George Washington Day
Mar 16	Board Approved Holiday (Friday of Spring Break)
May 28	Memorial Day

Adopted by the Board of Trustees

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Cerritos College

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Dr. Valyncia C. Raphael
Director of Compliance, Diversity, and
Title IX Coordinator

SUBJECT:	**Consideration of Approval of Resolution 17-0503A, Adoption of the Cerritos College District Equal Employment Opportunity Plan, as Reviewed and Revised by the District's Diversity and Equal Employment Opportunity Advisory Committee, and in Compliance with the California Education Code and Title 5 Requirement. The Board of Trustees' Resolution Reaffirms the District's Commitment to Non-Discrimination and Dedication to Fostering a Diverse and Inclusive Workplace.**

ACTION

It is recommended that the Board of Trustees approve Resolution 17-0503A, and adopt the District's Equal Employment Opportunity (EEO) Plan ("Plan"). The Board resolution reaffirms the District's commitment to ensuring all qualified applicants for employment and all employees have full and equal access to employment opportunities and are not subjected to discrimination.

FISCAL IMPACT

No fiscal effect.

REPORT SUMMARY

All California Community Colleges are required to complete an Equal Employment Opportunity (EEO) Plan under California law. Guidelines for this plan are set forth by the State Chancellor's Office and Board Policy 3420, Equal Employment Opportunity. The Plan guides the District's overall diversity efforts, meets the District's obligations with respect to federal reporting requirements, and meeting accreditation standards.

The Plan establishes procedures for a working and learning environment that promotes diversity, inclusion, and equal employment opportunities. The Plan reflects the District's commitment to hire and retain faculty and staff who are sensitive to and knowledgeable about the continually changing and diverse student body and community that it serves. The Plan affirms that a diverse and inclusive workplace is fundamental to maintaining a robust academic environment and fulfilling the District's mission to prepare students for success in a global society.

The EEO Plan was reviewed and revised by the District's Diversity and Equal Employment Opportunity Advisory Committee (DEEOAC), a shared governance committee comprised of broad representation of the College's governance groups, as well as the College Coordinating Committee. In addition, legal counsel reviewed the Plan to ensure compliance with legal requirements and State Chancellor mandates.

The updated Plan brings the District's compliance into conformity with recent developments in EEO law and best practices, providing a strong framework for future action, reporting, and compliance. As required by the California Code of Regulations, the Plan contains 17 components of legal compliance including: Introduction, Definitions, Policy Statement, Delegation of Responsibilities, Advisory Committee, Complaints, Notifications, Training and Screening of Selection Committees, Annual Written Notice, Analysis of District Workforce and Applicant Pool, Analysis of Underrepresentation, Methods to Address Underrepresentation, Additional Steps to Remedy Significant Underrepresentation, Other Measures Necessary to Further Equal Employment Opportunity, Goals for Hiring Persons with Disabilities, Graduate Assumption of Loans Programs for Education, Progress in Achieving Full-Time to Part-Time Faculty Ratio.

The EEO Plan exemplifies the District's commitment to equal employment opportunity for all people regardless of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

Resolution 17-0503A affirms the District's commitment to Equal Employment Opportunity and formally adopts the Plan.

Components of the EEO Plan are operationalized in a diversity plan that is a working, action-oriented document drafted by the DEEOAC. Further, the District's student equity plan which was approved by the Board of Trustees on December 9, 2015 will be incorporated into the diversity plan, thereby establishing a comprehensive higher education diversity action plan.

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

ATTACHMENT(S)
Board of Trustees Resolution 17-0503A: Adoption of Equal Employment Opportunity Plan
Cerritos College District Equal Employment Opportunity Plan, May 2017.

CERRITOS COMMUNITY COLLEGE DISTRICT
Resolution No 17-0503A

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT TO
ADOPT THE DISTRICT'S EQUAL EMPLOYMENT OPPORTUNITY PLAN

WHEREAS, it is the District's policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics; and

WHEREAS, the Board of Trustees reaffirms its dedication to fostering a diverse and inclusive workplace that welcomes the employment of qualified individuals from all walks of life, appreciates the contributions of individuals with a wide range of experiences and perspectives, and is free from barriers to employment for historically underrepresented groups; and

WHEREAS, the Board of Trustees finds that a diverse and inclusive workplace is fundamental to maintaining a robust academic environment and fulfilling the District's mission to prepare students for success in a global society; and

WHEREAS, the District is committed to hiring and retaining faculty and staff who are sensitive to, and knowledgeable about, the needs of the continually changing and diverse student body and community served by the District and the community colleges of California; and
WHEREAS, an Equal Employment Opportunity Plan will ensure the implementation of the equal employment opportunity principles and values enumerated above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Cerritos Community College District hereby adopts the attached Equal Employment Opportunity Plan.
APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 3rd day of May 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS

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

Attested to:

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

Commented [RV1]: Changed from Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

EQUAL EMPLOYMENT OPPORTUNITY PLAN

May 2017

OFFICE OF HUMAN RESOURCES

ADOPTED BY THE BOARD_____

CERRITOS COLLEGE
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN

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I. Introduction

The Cerritos Community College District recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The District's Equal Employment Opportunity Plan ("Plan") was adopted by the Board of Trustees on May 21, 2014, and reflects the District's commitment to support the goals of equal opportunity and diversity, and to provide equal consideration for all qualified candidates. Creating a working and academic environment that is welcoming to all fosters diversity and promotes excellence.

The Plan's immediate focus is equal employment opportunity in its recruitment and hiring policies and practices pursuant to applicable Title 5 regulations (section 53000 et seq.), and the steps the District shall take in the event of underrepresentation of monitored groups.

The District is committed to hiring and retaining faculty and staff who are sensitive to, and knowledgeable about, the needs of the continually changing student body and community it serves. Through an educational experience in an inclusive environment, our students will be better prepared to work and live as productive participants in the global community.

Jose Fierro, D.V.M., Ph.D.
Cerritos College President/Superintendent

CERRITOS COMMUNITY COLLEGE DISTRICT
Resolution No 17-0503A

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT TO
ADOPT THE DISTRICT'S EQUAL EMPLOYMENT OPPORTUNITY PLAN

WHEREAS, it is the District's policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics; and

WHEREAS, the Board of Trustees reaffirms its dedication to fostering a diverse and inclusive workplace that welcomes the employment of qualified individuals from all walks of life, appreciates the contributions of individuals with a wide range of experiences and perspectives, and is free from barriers to employment for historically underrepresented groups; and

WHEREAS, the Board of Trustees finds that a diverse and inclusive workplace is fundamental to maintaining a robust academic environment and fulfilling the District's mission to prepare students for success in a global society; and

WHEREAS, the District is committed to hiring and retaining faculty and staff who are sensitive to, and knowledgeable about, the needs of the continually changing and diverse student body and community served by the District and the community colleges of California; and
WHEREAS, an Equal Employment Opportunity Plan will ensure the implementation of the equal employment opportunity principles and values enumerated above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Cerritos Community College District hereby adopts the attached Equal Employment Opportunity Plan.
APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 3rd day of May 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS

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

Attested to:

_____

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

II. Definitions

California Code of Regulations, Title 5, Section 53001

1) Adverse Impact: "Adverse impact" means that a statistical measure (such as those outlined in the Equal Employment Opportunity Commission's "Uniform Guidelines on Employee Selection Procedures") is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.

2) Business Necessity: “Business necessity” means circumstances that justify an exception to the requirements of section 53012(b)(1) because compliance with that section would result in substantial additional financial cost to the District or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.

3) Diversity: “Diversity” means a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability and socio-economic backgrounds. Diverse workplaces include qualified individuals from groups that have been historically excluded from that workplace.

4) Equal Employment Opportunity: "Equal employment opportunity" means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels in the seven job categories per Title 5, which include executive/administrative/ managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:

(a) identifying and eliminating barriers to employment that are not job related; and

(b) creating an environment which fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination pursuant to Government Code section 12940.

5) Equal Employment Opportunity Plan: An "equal employment opportunity plan" is a written document in which a district's work force is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.

6) Equal Employment Opportunity Programs: "Equal employment opportunity programs" means all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, and actively recruiting, monitoring and taking additional steps consistent with Title 5 regulations and this Plan.

7) a) Ethnic Minorities: “Ethnic minorities” means American Indians or Alaskan Natives (Native Americans), Asians, Pacific Islanders, Blacks/African-Americans, and Hispanics/Latinos.

b) Ethnic Group Identification: “Ethnic group identification” means an individual’s identification in one or more of the ethnic groups reported to the Chancellor pursuant to Title 5, Section 53004. These groups shall be more specifically defined by the Chancellor consistent with state and federal law.

8) Goals for Persons with Disabilities: “Goals for persons with disabilities” means a statement that the District will strive to attract and hire qualified persons with disabilities, consistent with its commitment to promoting equal employment opportunity and diversity at all levels of the workforce. To the extent Title 5 sets forth specific obligations to foster the representation of qualified disabled individuals in the workplace, “goals for person with disabilities” also means a statement in compliance with those obligations. The term “goals” does not refer to “quotas” or rigid proportions.

9) In-House or Promotional Only Hiring: "In-house or promotional only" hiring means that only existing District regular employees are allowed to apply for a position.

10) Monitored Group: “Monitored Group” means those groups identified in Title 5, Section 53004(b) for which monitoring and reporting is required pursuant to Title 5, Section 53004(a).

11) Person with a Disability: "Person with a disability" means any person who: (1) has a physical or mental impairment as defined in Government Code section 12926 which limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.

12) Projected Representation: “Projected representation” means the percentage of persons from a monitored group determined by the Chancellor to be available and qualified to perform the work in question. In the absence of a determination by the Chancellor, projected representation is given no alternate meaning or application in this Plan.

13) Reasonable Accommodation: "Reasonable accommodation" means the efforts made on the part of the District to allow disabled applicants to access the job application process and allow disabled employees to perform the essential functions of their positions, consistent with the District's legal obligations under the Americans with Disabilities Act and the California Fair Employment and Housing Act. "Reasonable Accommodation" may include the items designated in Title 5, Section 53025.

14) Screening or Selection Procedures: "Screening or selection procedure" means any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to, traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.

15) Significantly Underrepresented Group: "Significantly underrepresented group" means any monitored group for which the percentage of persons from that group employed by the district in any job category listed in section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

16) Target Date: "Target date" means a point in time by which the District plans to meet an established goal for persons with disabilities and, thereby, achieve projected representation in a particular job category.

17) Timetable: "Timetable" means a set of specific annual hiring objectives that will lead to meeting a goal for persons with disabilities by a projected target date.

III. Policy Statement

California Code of Regulations, Title 5, Section 53002

The Board of Trustees of the Cerritos Community College District ("District"), by adoption of this Equal Employment Opportunity Plan, reaffirms its commitment to the principles of equal employment opportunity and implements a comprehensive program to put those principles into practice.

It is the policy[1] of the District to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, on the basis of these perceived characteristics, or on association with a person or group with one or more of these actual or perceived characteristics. The District will strive to maintain a workplace that is welcoming to individuals from all such groups; appreciates the contributions of individuals from diverse backgrounds; and recognizes that diversity and inclusivity foster cooperation, acceptance, democracy, workplace safety, and the free expression of ideas essential to a robust academic community and the preparation of students for success in a global society.

This Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

[1] See Appendices 1 and 2, Board Policy No. 3410, Nondiscrimination, and Board Policy No. 3420, Equal Employment Opportunity, and online: http://cms.cerritos.edu/board/policies/chapter-3--general-institution.htm

IV. Delegation of Responsibilities, Authority, and Compliance

California Code of Regulations, Title 5, Sections 53003(c)(1) and 53020

It is the goal of the Cerritos Community College District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

1. Board of Trustees

The Board of Trustees is ultimately responsible for proper implementation of the District's Plan at all levels of District operation, and for ensuring equal employment opportunity as described in the Plan.

2. President/Superintendent

The Board of Trustees delegates to the President/Superintendent the responsibility for ongoing implementation of the Plan and for providing campus leadership in managing District resources to ensure the implementation of the District's equal employment opportunity policies and procedures. The President/Superintendent shall advise the Board of Trustees concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on Plan implementation. The President/Superintendent will evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.

3. Equal Employment Opportunity Officer

The District has designated the Director, Diversity, Compliance, and Title IX Coordinator as its equal employment opportunity officer. This position is responsible for the day-to-day implementation of the Plan. If the designation of the equal employment opportunity officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, Sections 53000 et seq. The equal employment opportunity officer is also responsible for receiving complaints described in Section VI of this Plan and for ensuring that applicant pools and selection procedures are properly monitored.

4. Equal Employment Opportunity Advisory Committee

The District will maintain a Diversity Equal Employment Opportunity Advisory Committee (DEEOAC) to act as an advisory body to the equal employment opportunity officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Equal Employment Opportunity Advisory Committee will assist in

the implementation of the Plan in conformance with state and federal regulations and guidelines, monitor equal employment opportunity progress, and provide suggestions for Plan revisions as appropriate.

5. Agents of the District

Any organization or individual, whether or not an employee of the District, who acts on behalf of the Board of Trustees with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of this Plan.

6. Good Faith Effort

The District will make a continuous good faith effort to comply with all the requirements of its Plan.

V. Advisory Committee

California Code of Regulations, Title 5, Section 53005

The District has established a Diversity Equal Employment Opportunity Advisory Committee ("DEEOAC") to assist the District in implementing the Plan. The DEEOAC is one of the District's Shared Governance Committees.[2]

The DEEOAC may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The DEEOAC may sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention and diversity. The Equal Employment Opportunity Officer will train the DEEOAC members on equal employment compliance and the Plan itself.

The DEEOAC will include a diverse membership whenever possible. A substantial good faith effort, to the extent permitted by law, will be made to maintain a diverse membership. If the District has been unable to meet this expectation, it will document the efforts made to foster diversity on the DEEOAC.

The DEEOAC shall include the following ex officio members: Director, Diversity, Compliance and Title IX Coordinator, and the ADA coordinator (if different than the Director, Diversity, Compliance, and Title IX Coordinator). When appropriate, the DEEOAC will make recommendations to the Vice President of Human Resources/Assistant Superintendent, who will report the recommendations to the Board of Trustee and the President/Superintendent.

[2] DEEOAC membership and meeting schedule is available online: http://cms.cerritos.edu/hr/eeoac.htm

VI. Complaints

California Code of Regulations, Title 5, sections 53003(c)(2), 53026, and 59300 et seq.

Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Title 5, Section 53026).

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints will be signed and dated by the complainant and will contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation.

Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. A complainant may not appeal the District's determination pursuant to Title 5, section 53026, to the Chancellor's Office, but under some circumstances, violations of the equal opportunity regulations in Title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the District level using the process provided by Title 5, Section 53026[3].

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint will be filed with the Director, Diversity, Compliance, and Title IX Coordinator. If the complaint involves the Director, the complaint may be filed with the Vice President of Human Resources. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The Director will forward copies of all written complaints to the Chancellor's Office upon receipt.

[3] See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints at: http://extranet.cccco.edu/Divisions/Legal.aspx

In the event that a complaint filed under Title 5, Section 53026 alleges unlawful discrimination; it will be processed according to the requirements of section 59300 et seq.

Complaints Alleging Unlawful Discrimination or Harassment (Title 5, Section 59300 et seq.)

The District has adopted procedures for complaints alleging unlawful discrimination or harassment and those procedures are contained in Administrative Procedure 3435[4].

The Director, Diversity, Compliance, and Title IX Coordinator is responsible for receiving such complaints and for coordinating their investigation.

[4] See, Appendix 3, and online: http://cms.cerritos.edu/uploads/Board/Board%20Policies/Chapter%203/AP_3435.pdf.

VII. Notification to District Employees

California Code of Regulations, Title 5, Section 53003(c)(3)

The commitment of the Board of Trustees and the President/Superintendent to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and the Plan. The policy statement will be printed in the District's catalogs and class schedules. The Plan and subsequent revisions will be distributed to the District's Board of Trustees, the President/Superintendent, administrators, the President of the Faculty Senate, Union Presidents, and members of the District Equal Employment Opportunity Advisory Committees. The Plan is available on the District's website: http://cms.cerritos.edu/hr/eeoac.htm, the District will provide all employees with a notice of the Board's Equal Employment Opportunity Policy Statement (located in Section 3 of this Plan) and the link to reach the District's Equal Employment Opportunity Plan. The Human Resources Department will provide all new employees with a copy of the written notice described above when they commence their employment with the District. The annual notice will contain the following provisions:

1) The importance of the employee's participation and responsibility in ensuring the Plan's implementation.

2) Hard copies of the Plan are available in the library and in Human Resources.

3) The EEO Plan may be accessed online.

VIII. Training for Screening/Selection Committees

California Code of Regulations, Title 5, section 53003(c)(4)

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the Title 5 regulations on equal employment opportunity (section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity; the value of a diverse workforce; and recognizing bias. A person serving on a screening or selection committee must have either completed training or served on a prior screening or selection committee within one year of service, but under no circumstances will more than 24 months pass between the time of service and the person's last training. This training is mandatory; individuals who have not received this training will not be allowed to serve on screening/selection committees.

The Director, Diversity, Compliance, and Title IX Coordinator is responsible for providing access to the required training. Any individual, who acts on behalf of the District with regard to recruitment and screening of applicants for employment, is subject to the equal employment opportunity requirements of Title 5 and the District's Equal Employment Opportunity Plan.

IX. Annual Written Notice to Organizations and Community Groups

California Code of Regulations, Title 5, Section 53003(c)(5)

Human Resources will provide annual written notice to appropriate community-based and professional organizations concerning the Plan. The notice will inform these organizations that they may obtain a copy of the Plan, and shall solicit their assistance in identifying qualified candidates from diverse backgrounds. The notice will also include the internet address where the district advertises its job openings and the names, departments, and phone numbers of individuals to call in order to obtain employment information. The district will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources. Human Resources will maintain a list of organizations that will receive this notice and, the DEEOAC will annually review the list, and may revise the list as necessary (Appendix 4 for Annual Notice Distribution List).

X. Analysis of District Workforce and Applicant Pool

California Code of Regulations, Title 5, section 53003(c)(6)

The Human Resources Department annually assesses the District's workforce composition and monitors applicants for employment on an ongoing basis to evaluate the District's progress in implementing the Plan and to provide data needed for the reports required by this Plan. Monitored groups are men, women, American Indians/Alaskan Natives (Native Americans), Asians, Blacks/African-Americans, Filipinos, Hispanics/Latinos, Pacific Islanders, Whites/Caucasians, and persons with disabilities.

For purposes of the survey and report each applicant or employee will be afforded the opportunity to voluntarily identify her or his gender, ethnic group identification and, if applicable, her or his disability. Persons may designate as many ethnicities as they identify with, but will be counted in only one ethnic group for reporting purposes. This information is kept confidential and is separated from the applications that are forwarded to the screening/selection committees and hiring administrator(s). The Director, Diversity, Compliance, and Title IX Coordinator will annually prepare a report and present it to the DEEOAC, and post this report on the DEEOAC webpage. The District annually reports to the Chancellor the results of its annual survey of employees.

At least every three years the Plan will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

1) Executive/Administrative/Managerial

2) Full-Time Faculty and other Instructional Staff

3) Adjunct Faculty

4) Professional Non-faculty (may be included with #2 faculty)

5) Classified/Confidential Staff

XI. Analysis of Underrepresentation and Significant Underrepresentation

California Code of Regulations, Title 5, section 53003(c)(7)

This section cannot be completed until such time as the State Chancellor's Office provides workforce availability data. At the time that such data is provided, the District will revise this component of the Plan.

XII. Methods to Address Underrepresentation

California Code of Regulations, Title 5, section 53003(c)(8)

The District will ensure equal employment opportunity, which involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas, and that is welcoming to all individuals. In so doing, the District places great emphasis on the recruitment of potential applicants in order to create a diverse pool of qualified individuals from which to hire. With a diverse pool, the District takes steps within the screening/selection process to allow for the hiring of candidates with varied backgrounds, experiences, and skills who can contribute to and effectively communicate in a diverse community. This Plan component cannot be completed until such time as the State Chancellor's Office provides workforce availability data referenced in title 5 section 53003(c)(7). At the time such data is provided the District will revise this component of the Plan

XIII. Additional Steps to Remedy Significant Underrepresentation

California Code of Regulations, Title 5, section 53003(c)(9) and 53006

Availability data is not available, and accordingly, the State Chancellor's Office has stated that districts are not responsible for completing Components XI, XII, or XIII of the Plan.

This section cannot be completed until such time as the State Chancellor's Office provides workforce availability data. At the time that such data is provided, the District will revise this component of the Plan.

XIV. Other Measures Necessary to Further Equal Employment Opportunity

California Code of Regulations, Title 5, Section 53003(c)(10)

The District recognizes that multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity, the development of a diverse workforce, and the creation of an inclusive, equitable and fair working and learning environment. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, and

free expression of ideas and is welcoming to men, women, persons with disabilities, and individuals from all protected classes.

The District shall take concrete steps to promote equal opportunity, workplace diversity and an inclusive work environment. The District shall also take concrete steps to monitor its progress in these areas. The Vice President of Human Resources or designee shall ensure that the specific steps that will be utilized by the District are identified through the District's Diversity Plan and reviewed and updated on a regular basis (Appendix 5). These concrete steps may include any of the examples listed below, or other measures as identified and developed by the DEEOAC in close consultation with the Vice President of Human Resources or designee.

(a) Conduct surveys of campus climate on a regular basis, and implement concrete measures that utilize the information drawn from the surveys;

(b) Conduct exit interviews with employees who voluntary leave the district, maintain a data base of exit interviews, analyze the data for patterns impacting particular monitored groups, and implement concrete measures that utilize this information;

(c) Conduct annual longitudinal analysis of hiring statistics, analyze the data for patterns impacting particular monitored groups, and implement concrete measures that utilize this information;

(d) Maintain a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities;

(e) Provide trainings on topics including: elimination of bias in hiring and employment, cultural awareness, and harassment and discrimination;

(f) Convey the District's diversity and commitment to equal employment opportunity in District publications and on the District website.

XV. Goals for Hiring Persons with Disabilities

California Code of Regulations, Title 5, Sections 53003(d) and 53025

Applicants and employees with disabilities will receive reasonable accommodations consistent with the requirements of Government Code sections 11135 et seq. and 12940 (m); and § 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) as amended.

All job announcements will provide persons with disabilities information on how to request accommodation in the selection process. All job announcements shall be reviewed to ensure that, if they include a statement of the physical demands of the position, the demands are job related and include a statement that inability to perform the physical demands of the position due to a disability will be reasonably accommodated. Selection Process Monitors will be trained to support selection committees in ensuring that persons with disabilities receive appropriate accommodation in the selection process.

It is the goal of the District to ensure that all applicants and employees with disabilities receive reasonable accommodations through the District's processes. The District welcomes applicants and employees with disabilities.

XVI. Graduate Assumption of Loans Program for Education

Education Code section 87106

The District will take into account system-wide strategies developed by the Board of Governors to encourage community college students to become qualified for, and seek employment as community college employees. The District will consider strategies to inform students about the opportunity to participate in the Graduate Assumption of Loans Program for Education when that program is funded and available.

XVII. Progress in Achieving Full-Time to Part-Time Faculty Ratio

Education Code section 87102(a)

The District will continue to make progress toward achieving the goal of having 75% of instruction taught by full-time faculty as described in Education Code section 87482.6. Required progress is monitored annually through analysis and reporting required by Title 5, section 51025. The District will monitor employment of adjunct faculty in the categories of men, women, ethnic group identification, and disability to ensure that its employment practices are equitable and fair.

EQUAL EMPLOYMENT OPPORTUNITY PLAN

APPENDICES

BP/AP 3410 (Non Discrimination Policy). . . . . Appendix 1

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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.

Office of Primary Responsibility: Vice President, Human Resources

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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)

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, 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 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 without regard to 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**

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)

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;
- 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. 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 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. In the Fall semester, each instructional and non-instructional unit which employs full-time faculty completes its unit plan with the participation of its members. The unit identifies the full-time faculty position(s) required for program growth or maintenance.

2. The unit plans, with the requests and justifications for full-time faculty positions, are provided to the Division Dean/Area Manager. The Division Dean/Area Manager sets a meeting with unit representatives. The unit representatives and the Division Dean/Area Manager discuss the Division's Plan for the upcoming year and the development of their programs. Each unit representative may advocate for the needs of that unit. At the end of the meeting(s), a prioritized list of requested full-time faculty positions in the Division is developed.

3. The Division Dean/Area Manager then takes the Division's prioritized list of requested full-time faculty positions to a meeting attended by all division deans/area managers employing full-time faculty and the Vice Presidents of Academic Affairs and Student Services. All division deans/area managers are allowed to advocate for their divisions. In this meeting, the division deans/area managers and the Vice Presidents use a collaboratively developed rubric to prioritize all of the District's requests for full-time faculty positions. At the end of the process, the Faculty Priority List of requested full-time faculty positions is developed.

4. The Faculty Priority List is then presented to Executive Council by the Vice Presidents of Academic Affairs and Student Services. Executive Council considers the 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 in the following Spring semester.

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.

3. Executive Council will review the requests and the prioritized lists of positions to determine if a position will be filled, if an in-house recruitment is appropriate and the timing for any approved recruitments.

Recruitment for a New Classified/Confidential Position

When a unit/division identifies the need for additional classified/confidential staff through the program review and/or unit planning processes, the justification for the position must be included in the unit and/or division plan. The request will be prioritized through the planning process and resources identified to support the position. The division/area will be notified of the allocation and the supervising manager will complete an Employment Request Form to initiate recruitment.

Job Descriptions

Every job description will provide a general statement of job duties and responsibilities. Job descriptions will be accessible to all applicants.

Job descriptions will contain minimum qualifications for the position.

- Minimum qualifications for faculty shall, at least, comply with State minimum qualifications and any Board approved local standards.
- Minimum qualifications for management positions shall comply with mandates of the Education Code and any Board approved standards.

Job descriptions will contain a statement of bona fide essential functions.

Recruitment

The District will follow the recruitment procedures contained in the District's Employment Selection Procedures within the District's EEO Plan.

The application for employment will afford each applicant an opportunity to identify himself/herself voluntarily as to gender, ethnicity and, if applicable, his/her disability. This information will be maintained in confidence and will be used only for research, validation, monitoring, evaluation of the effectiveness of the EEO Plan, or as authorized by law.

The District shall maintain records of the diversity at designated stages of the recruitment as specified in Title 5 regulations and the District's EEO Plan. The District will use this information to inform its recruitment and selection programs.

Screening and Selection

The District shall follow mandates of the Education Code, Title 5 regulations, the District's EEO Plan and the District's Employment Selection Procedures in employment of all faculty and staff.

Delegation of Authority

The District has designated the Director of Diversity, Compliance, and Title IX Coordinator with overseeing the day-to-day implementation of the EEO Plan and its programs and with the implementation of AP 3435 titled Discrimination and Harassment Investigations.

Complaint Procedure

The District will follow AP 3435 titled Discrimination and Harassment Investigations in addressing such complaints in the employment process.

Job Announcements

All job announcements will contain a statement in substantially the following form: The District is an equal opportunity employer. The District is strongly committed to achieving staff diversity and the principles of equal opportunity employment. The District encourages a diverse pool of applicants and does not discriminate on the basis of race, color, national origin, ancestry, sex or gender, gender identify, sexual orientation, age,

religion, marital status, disability, medical conditions, or status as a Vietnam-era veteran in any of its employment policies, practices, or procedures.

Dissemination and Revision of the EEO Plan

All managers will be given copies of the EEO Plan and any updates or revisions that may occur over time. The EEO Plan will be accessible to the campus community online. The EEO Plan will be provided to the Faculty Senate and the exclusive representatives of any units of employees.

Statements of nondiscrimination will be posted in the Human Resources Office, on its web page and distributed to employees annually.

The EEO Plan shall be reviewed at least every three years and, if necessary, revised and submitted to the state Chancellor's Office within 90 days of the effective date of the revision or amendment(s). If the Chancellor determines that a district's policies are not in compliance with Title 5, the Chancellor may require the District to modify its policies.

Accountability and Corrective Action

The District shall certify annually to the State Chancellor that they have timely:

- Recorded, reviewed and reported the data required regarding qualified applicant pools;
- Reviewed and updated, as needed, the Strategies Component of the district's EEO Plan; and
- Investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with section 59300) of chapter 10 of this division.

Office of Primary Responsibility: Vice President, Human Resources

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Date Approved: January 31, 2011

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 investigated promptly, 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.

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. The District must investigate 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.
- 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 sixty (60) to 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 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

Title IX, provide preventive education programs and make victim resources, including comprehensive victim services, available. The District will include such programs in orientation programs for new students, and in training for student athletes and coaches. These programs will include discussion of what constitutes sexual harassment and sexual violence, the District's policies and disciplinary procedures, and the consequences of violating these policies. A training program or informational services will be made available to all students at least once annually.

The education programs will also include information aimed at encouraging students to report incidents of sexual violence to the appropriate District and law enforcement authorities. Since victims or third parties may be deterred from reporting incidents if alcohol, drugs, or other violations of District or campus rules were involved, the District will inform students that the primary concern is for student safety and that use of alcohol or drugs never makes the victim at fault for sexual violence. If other rules are violated, the District will address such violations separately from an allegation of sexual violence.

Office of Primary Responsibility: Vice President, Human Resources

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Date Approved: March 4, 2009
Dates Revised: July 1, 2010; September 24, 2012; April 11, 2016
(Replaces former Cerritos College Policy 7026)

Cerritos College EEO Plan - Appendix 4

Annual Notice Distribution List

ACLU of Southern California

1313 West 8th Street

Los Angeles, CA 90017

United States

Phone: (213) 977-9500

http://www.aclusocal.org

African American Chamber of Commerce - GLAAACC

5100 W. Goldleaf Circle, Suite 203

Los Angeles, CA 90056

Phone: (323) 292-1297

www.glaaacc.org

Asian Pacific American Network

231 East Third Street, Suite G104

Los Angeles, CA 90013

Phone: (213) 382 – 1819 ext. 129

www.apanet.org/about.html

Black Chamber of Commerce of Orange County

2323 North Broadway, Suite # 330

Santa Ana, California 92705

Phone: (714) 547-2646

www.ocblackchamber.com

California Alliance of African American Educators (CAAAE)

P.O. Box 3134

San Jose, CA 95156

Phone: (408) 977-4188

http://caaae.org/

Disability Employment Initiative

via Southeast Los Angeles County Workforce Development Board (SELACO)

10900 East 183rd St, Suite

350 Cerritos, CA 90703

Phone: 562402-9336

http://www.selacowib.com/

Disability Rights California - Los Angeles Regional Office

350 South Bixel Street, Suite 290

Los Angeles CA 90017

Phone: (213)213-8000

http://www.disabilityrightsca.org/

Diverse: Issues in Higher Education

10520 Warwick Avenue, Suite B-8

Fairfax, VA 22030-3136

Phone: (800) 783-3199

http://diverseeducation.com/

Japanese American Citizens League

National Executive Director

1765 Sutter Street

San Francisco, CA 94115

Phone: (415) 921-5225

www.jacl.org

Japanese American Cultural & Community Center

244 S. San Pedro Street,

Los Angeles, CA 90012

Phone: (213) 628-2725

www.jaccc.org/

LGBTQ Center Long Beach

2017 E 4th St.

Long Beach, CA 90814

Phone: (562) 434-4455

https://www.centerlb.org/

LGBT Center OC

1605 N Spurgeon St.

Santa Ana, CA 92701

Phone: Office 714-953-LGBT (5428)

http://www.lgbtcenteroc.org/

Los Angeles County Department of Military and Veterans Affairs

1816 S. Figueroa St.

Los Angeles, CA 90015

Phone: (213) 765-9680

http://mva.lacounty.gov/wps/portal/mva

Los Angeles Latino Chamber of Commerce

634 S Spring St #600

Los Angeles, CA 90014

Phone: (213) 347-0008

http://lalcc.org/

Los Angeles LGBT Center

1625 N. Schrader Boulevard

Los Angeles, CA 90028-6213

Phone: 323-993-7400

https://lalgbtcenter.org/

League of Women Voters of Los Angeles

3303 Wilshire Boulevard, Suite 310

Los Angeles, CA 90010-1700

Phone: 213- 368-1616

http://www.lwvlosangeles.org/

Mexican American Legal Defense and Education Fund

634 S. Spring Street

Los Angeles, CA 90014

Phone: (213) 629-2512

http://maldef.org/about/offices/west/

Mexican American Women's National Association (MANA)

1725 K Street, NW, Suite 501

Washington, DC 20006

Phone: (202) 833-0060

www.hermana.org

National Association for the Advancement of Colored People (NAACP)

P.O. Box 56408

Los Angeles, Calif. 90056

Phone: (323) 296-2630

www.naacp-losangeles.org

National Black Graduate Student Association

228 Park Avenue, #76326

New York, NY 10003

Phone: (800) 471-4102

http://www.mynbgsa.org/

National Center for Lesbian Rights (NCLR)

NCLR National Office

870 Market Street, Suite 370

San Francisco, CA 94102

Phones: (415) 392-6257

www.nclrights.org

National Congress of American Indians

1301 Connecticut Ave, NW, Suite 200

Washington DC 20036

Phone: (202) 466-7767

http://ncai.org

National Council of La Raza

523 W 6th St, Suite 840

Los Angeles, CA 90014

Phone: (213) 489-3428

www.nclr.org

National Federation of Filipino American Associations (NFFAA)

1322 18th St NW

Washington DC 20036-1803

Phone: 202.361.0296

http://naffaa-national.org/

National Organization for Women (NOW)

1100 H Street NW, 3rd floor

Washington, DC 20005

Phone: (202) 628-8669 (628-8NOW)

www.now.org

North County African American Women's Association

4140 Oceanside Blvd. Suite #159,

Oceanside, CA 92056

Phone: (760) 978-6534

http://www.ncaawa.org/

National Urban League

120 Wall Street, 8th Floor

New York, NY 10005

Phone: (212) 558-5300

www.nul.org

Southern California Agency - Bureau of Indian Affairs

1451 Research Park Drive, Suite 100

Riverside, CA 92507

Phone: (951) 276-6624

https://bia.gov/index.htm

Women's Bureau

Office of the Secretary

U.S Department of Labor

200 Constitution Avenue, NW

Washington, DC 20210

Phone: (202) 693-6710

www.dol.gov/wb

Cerritos College

Cerritos College Diversity Plan

GOAL STATEMENT #1

Develop and/or review statements that incorporate the values of diversity, equity and community.

ACTION 1.1 Develop Diversity Statement.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
1.1.1 Develop Diversity Statement, present to Campus.	• Develop diversity statement that reflects the diverse and inclusive campus community and which celebrates our diverse students, faculty, staff, administrators, and community. Request feedback from campus. • Revise as necessary.	Fall 2014	EEOAC

ACTION 1.2 Review Values and Mission Statement.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
1.2.1 Review District's mission and values statement to ensure commitment to diversity.	• Review and, if necessary, revise District's mission and values statements to ensure diversity is reflected in these statements.	Fall 2014	EEOAC
1.2.2 Foster a campus culture in which all members of the community,(1) feel safe, respected and valued; (2) are invited to participate fully, sharing their unique gifts, talents and backgrounds; (3) increasingly recognize the value of perspectives that differ from their own; and (4) agree that diversity and inclusion are key priorities of the college.	• Build on and expand trainings that integrate diversity and inclusion into the Cerritos college experience, encouraging a diversity of perspectives.	Fall 2014—ongoing	Human Resources

Cerritos College

Cerritos College Diversity Plan

GOAL STATEMENT #2

Establish a framework for ongoing review and assessment of the campus climate regarding diversity and inclusion.

ACTION 2.1 Conduct a *campus-wide* survey to monitor progress toward creating an inclusive environment.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
2.1.1 Develop or acquire a campus-wide survey and develop a process for the college to administer, assess, and disseminate the results.	• Review models for a campus-wide survey to assess current attitudes and practices regarding diversity and inclusion. • Create a standardized annual or bi-annual campus-wide survey process to gather and analyze data, evaluate findings, and share reports under the guidance of a researcher.	Fall 2014	EEOAC, Research & Planning, Human Resources, and Public Affairs
2.1.2 Evaluate campus-wide survey results for compliance with Cerritos College's and the District's Diversity Statements.	• Utilize results from the campus-wide survey to establish baseline for action and future surveys.	Spring 2015	Research & Planning

ACTION 2.2 Conduct a *community* survey to monitor progress toward creating an inclusive environment.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
2.1.1 Develop or acquire a community survey and develop a process for the college to administer, assess, and disseminate the results.	• Assess models for a community survey. • Create a standardized annual or bi-annual campus-wide survey process to gather and analyze data, evaluate findings, and share reports under the guidance of a researcher.	Fall 2014	EEOAC, Research & Planning, Human Resources, Public Affairs

ACTION 2.3 Publicize and disseminate the results, make the recommendations for improvement, and implement the recommendations.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
2.3.1 Evaluate campus-wide survey.	• Establish a baseline for the findings, survey and reporting processes for perceptions of campus climate regarding diversity.	Spring 2015	Research & Planning, EEOAC, Public Affairs
2.3.2 Evaluate community survey	• Establish a baseline for the findings, survey and reporting processes for perceptions of campus climate regarding diversity.	Spring 2015	Research & Planning, EEOAC, Public Affairs
2.3.3 Identify and prioritize problems and concerns from the campus and community survey results.	• Create a standardized process to efficiently and effectively evaluate and prioritize the college's diversity needs. • Identify relevant data and findings in order to productively make recommendations for improvement. • Recognize needs and develop possible resolutions for improvement.	Spring 2015 – Summer 2015	Research & Planning, EEOAC, Human Resources
2.3.4 Present and disseminate survey processes, findings, and recommendations to the Board of Trustees, faculty, administration, staff, and students.	• Disseminate reports to appropriate groups for information and feedback; monitor progress.	Fall 2015	EEOAC
2.3.5 Further develop existing relationships and establish new relationships with prospective students, families, former students, and community members, to communicate our commitment to diversity and our practices of inclusion.	• Expand relationships with the communities we serve, attending to how diversity can enhance academic excellence.	Ongoing	Public Affairs, Research & Planning, EEOAC, Human Resources, President's Office

Cerritos College

Cerritos College Diversity Plan

GOAL STATEMENT #3

Promote the recruitment and retention of faculty, staff, and administrators of diverse backgrounds.

ACTION 3.1 Recruit a diverse pool of faculty, administrators and staff.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
3.1.1 Ensure that the hiring process adheres to the Equal Employment Opportunity Plan.	• Monitor the EEO plan, including regulation and activity compliance. • Train process monitors and screening committee members for EEO compliance • Communicate with the Process Monitor who participate in the hiring process.	Spring 2014 – ongoing	EEOAC Human Resources
3.1.2 Review and analyze reports related to diversity statistics.	• Compare data historically.	Monthly	EEOAC, Human Resources

ACTION 3.2 Enforce the District's Equal Employment Opportunity (EEO) Plan.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
3.2.1 Involve faculty/administrator/staff at career fairs as appropriate	• Attend career fairs and other outreach events to attract and recruit a diverse pool of applicants.	Fall 2014	EEOAC, Human Resources
3.2.2 Advertise and recruit diverse applicants for faculty, administrative and staff positions.	• Use California Community College System's Registry as well as multiple methods of advertisement to target diverse populations. • Continue to use the standardized process to advertise positions. • Review and revise recruitment process to ensure best practices.	Fall 2014 – ongoing	EEOAC Human Resources, Hiring Manager

3.2.3 Develop strategies to increase the diversity of staff, faculty, and administrators by eliminating any barriers to recruitment or professional development.	• Utilize findings from campus-wide survey to develop strategies for diverse recruitment • Provide training for managers on best practices and EEO hiring laws.	Ongoing	EEOAC Human Resources

ACTION 3.3 Improve the quality of entry experiences to retain new faculty, administrators, and staff.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
3.3.1 Increase number of faculty, administrators, and staff who have diversity awareness.	• Develop and provide diversity workshops for faculty, administrators, and staff. • Provide on-going workshops throughout the year.	Fall 2014 – ongoing	EEOAC, Human Resources, CTX
3.3.2 Make diversity information widely available.	• Provide expanded information on diversity through workshops and focus groups and on the EEOAC/Diversity/Human Resources website.	Spring 2014 – ongoing	CTX, EEOAC, Human Resources
3.3.3 Ensure new faculty have a smooth transition into Cerritos College.	• Provide opportunity for mentoring new faculty • Continue orientation plan, which includes diversity	Fall 2014 – ongoing	CTX, Human Resources, Vice Presidents, Deans, EEOAC, Employee Development, Acadmic Senate
3.3.4 Ensure new administrators have a smooth transition into Cerritos College	• Develop a plan for mentoring new administrators. • Develop administrator orientation, which includes diversity	Spring 2015 – ongoing	Vice Presidents, ACCME, EEOAC, Human Resources, Employee Development

3.3.5 Ensure new classified staff have a smooth transition into Cerritos College.	• Develop a plan for mentoring new classified staff. • Develop orientation for new classified staff, which includes diversity.	Fall 2014 – ongoing	EEOAC, Human Resources, Staff Leadership, Employee Development

ACTION 3.4 Enhance professional development and mentoring process.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
3.4.1 Increase employee opportunities to gain skills for career development.	• Review and/or develop career paths and training, which aid in employee development.	Fall 2015	Human Resources, President, Vice Presidents, Deans, Directors, EEOAC, CTX
3.4.2 Increase mentoring opportunities among current employees.	• Develop mentor programs through cross training, shadowing, and staff development.	Fall 2015	Human Resources, President, Vice Presidents, Deans, Directors, EEOAC

Cerritos College

Cerritos College Diversity Plan

GOAL STATEMENT #4

Provide opportunities for individuals to build awareness and knowledge of diverse cultures, lifestyles and beliefs.

ACTION 4.1 Create and maintain diversity events to promote awareness and knowledge.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
4.1.1 Offer and promote a series of inclusive cultural and diversity awareness events.	• Establish long term plan for formal cultural event series	Fall 2014	EEOAC, Student Activities, International Programs, Various Departments
4.1.2 Publicize schedule of cultural event series on campus and within the community.	• Notify the campus and off campus community of cultural events.	Fall 2014	Public Affairs, CTX, EEOAC
4.1.3 Develop International Student event to promote cross-cultural awareness and knowledge	• Partner with International Students Department to create and maintain an International Students event.	TBD	EEOAC, International Students, Student Activities
4.1.4 Provide opportunities for the campus community to strengthen relationships and gain awareness and knowledge of diversity.	• Promote dates and months of diversity celebrations recognized by local, State, National and International entities; for example, National Coming Out Day, National Disability Awareness Month, Women's History Month, African-American History Month, and Hispanic Heritage Month, etc. • Develop and offer workshops where diversity and multicultural topics are presented. • Provide speakers, panel-discussions, workshops and festivities to support above celebrations.	Fall 2014	Public Affairs, Vice Presidents, Academic Senate, Student Clubs, CTX, EEOAC

	• Develop a newsletter and webpage to publicize events and disseminate information about diversity.		
4.1.5 Coordinate with staff, faculty and administrators to promote diversity events and workshops	• Cross-promote existing diversity events on campus • Increase communication and collaboration between staff, faculty and administrators working toward diversity and inclusion	Fall 2014	EEOAC, Various Departments

GOAL STATEMENT #5

Develop and promote training and professional development activities to increase the awareness and understanding of diverse populations.

ACTION 5.1 Determine areas of need associated with employee cultural intelligence.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
5.1.1 Determine best practices for pursuing cultural competency	• Consult studies, publications and research regarding best practices in addressing cultural competence through staff development. • Participate in conferences and training workshops related to cultural intelligence.	Ongoing	CTX, Research & Planning, EEOAC
5.1.2 Encourage opportunities that support diversity awareness and knowledge amongst employees, and help to identify barriers that interfere with their pursuit of diversity awareness and knowledge.	• Address cultural competency barriers in short- and long- term plans of the college as part of professional development. • Encourage employee pursuit of diversity awareness and skill-building.	Summer 2015	CTX, Research & Planning, EEOAC
5.1.3 Assess areas of improvement for the campus.	• Utilize campus-wide survey results and findings to determine action plan.	Summer 2015	Research & Planning, EEOAC, Executive Council

ACTION 5.2 Provide training and professional development activities to employees to promote awareness and understanding of diversity issues.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
5.2.1 Provide employees and students with the knowledge and skills to work and/or participate effectively in a diverse community, and foster a campus climate that respects differences and encourages inclusiveness.	• Create a comprehensive diversity training program for the campus community.	Summer 2014 – Fall 2014	EEOAC, CTX, Research & Planning

5.2.2 Increase the number of in-house diversity trainers.	• Provide training to employees to become facilitators of diversity training to the campus community.	Ongoing	EEOAC, CTX, Human Resources
5.2.3 Provide recognition to employees for participating in diversity training.	• Establish a certificate of participation for employees completing a series of workshops in the diversity training program.	Fall 2014	Human Resources
5.2.4 Afford equal opportunity to all employees to participate in diversity related activities.	• Direct administrators to promote and encourage employees to attend diversity activities and workshops.	Ongoing	President, Vice Presidents
5.2.5 Secure a budget for diversity related professional development activities on campus and at other institutions.	• Utilize funds to conduct workshops and training sessions on diversity.	Ongoing	President, EEOAC, Executive Committee, Human Resources

ACTION 5.3 Expand perceptions and definition of diversity and inclusion through staff, faculty, administrator, and student development.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
5.3.1 Expand the campus community's understanding of diversity.	• Develop trainings and workshops in a variety of diversity areas, including multi-cultural, disability, sexual orientation, gender, gender identity, etc. • Develop a Safe Zone program to create a more inclusive and welcoming campus environment for LGBTQ individuals, and increase awareness and knowledge of LGBTQ issues.	Fall 2013 – ongoing	EEOAC, CTX, Human Resources

GOAL STATEMENT #6

Encourage, support and recognize participation in community events, programs and service organizations.

ACTION 6.1 Develop diversity recognition awards.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
6.1.1 Recognize employees' efforts to support diversity.	• Develop campus recognition awards for faculty, classified and management.	Fall 2014 – Spring 2015	EEOAC
6.1.2 Recognize students and student clubs' efforts to support diversity.	• Develop campus recognition awards for students and student clubs.	Fall 2014	EEOAC Student Services

ACTION 6.2 Promote community engagement.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
6.2.1 Pursue and establish links with community service organizations.	• Identify community events, programs and service organizations for campus involvement.	TBD	Public Affairs
6.2.2 Promote student clubs involvement in community events.	• Identify community events, programs and service organizations for student involvement.	TBD	Student Services Student Activities

GOAL STATEMENT #7

Provide strong, ongoing, visible leadership, support and resources to develop and/or enhance cultural competency through diversity education and training.

ACTION 7.1 Develop and reinforce diversity infrastructure.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
7.1.1 Identify a central location in Human Resources where diversity-related information, activities and resources are coordinated.	• Establish a diversity area within Human Resources. • Incorporate Diversity into Director position, within Human Resources (complete).	Spring 2014 – Spring 2015	Human Resources
7.1.2 Create a Diversity Center to increase awareness and knowledge of the campus community.	• Convert an existing space into the Diversity Center. • Train employees and students to serve the campus community by staffing the Diversity Center.	Spring 2015 – ongoing	Human Resources, Student Services Student Activities EEOAC
7.1.3 Improve communication and collaboration among programs.	• Collaborate with existing groups and programs for the promotion of diversity and student success (eg. Safe Zone, student clubs, etc.). • Utilize diversity newsletter and webpage to increase communication and awareness	Fall 2014	Human Resources, Student Services, Academic Affairs, EEOAC, Business Services

ACTION 7.2 Ensure that processes for institutional planning and budget development include diversity as a consideration.

ACTION	TASKS	TIMELINE	RESPONSIBILITY
7.2.1 Include diversity concerns in institutional strategic planning and budgeting.	• Ensure formalized structures, processes and funding to support diversity initiatives, academic programs and curriculum.	Spring 2014	Planning and Budget Committee, Managers, EEOAC
7.2.2 Ensure that adequate funding is allocated to support the Diversity Plan.	• Include a line item in the budget that supports Diversity programs, activities and initiatives.	Spring 2014	Planning and Budget Committee, Executive Committee, EEOAC

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
March 27, 2017

PRESENT:	Dr. Jose Fierro	ABSENT:	Terrance Mullins
	Rick Miranda		Dr. April Griffin
	Dr. Stephen Johnson		Lynn Laughon
	Dr. Adriana Flores-Church		David Ward
	Felipe Lopez		Saul Lopez-Pulido
	Dr. Renée DeLong		
	Michelle Lewellen		
	Armando Soto	GUEST(s)	Mark Fronke
	Miriam Tolson		Elizabeth Miller
	Julie Mun		Dr. Frank Mixson

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:03 p.m.

II. PUBLIC COMMENTS
There were no public comments.

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

Name	Position	Start Date
Michael Vuong	Public Affairs Specialist	February 22

Employment Opportunities	Closing Date
Full-Time Automotive Collision Repair Instructor	April 21
Full-Time Dance Instructor	April 26
Full-Time Counselor (Categorical)	April 28
Full-Time Journalism Instructor	May 3
Full-Time Reading Instructor	May 3

IV. APPROVAL OF MINUTES – March 6, 2017
It was moved by Ms. Lewellen and seconded by Dr. Johnson to approve the March 6 minutes. The vote for approval was unanimous.

V. BOARD AGENDA – April 5, 2017
The committee reviewed the draft April 5 Board Agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

Developmental Education

Dr. Mixson distributed the attached February 21 meeting minutes and March 7 meeting agenda. He provided overviews of current projects such as Common Assessment Competency Mapping, Multiple Measures Assessment, Assessment Prep Math Boot Camps, BSI/SE/SSSP Integrated Planning, and the Accelerated Instruction in Math and English (AIME) program. He thanked the AIME team for their efforts and stated that the program relies on the collective efforts of faculty, departments, deans, and staff to work collaboratively to facilitate student completion of developmental education sequences and college-level math and/or English courses in two semesters through accelerated pathways and integrated student support. Dr. Mixson stated that work is ongoing to improve completion rates and that new strategies such as adding student orientations with videos and assessment tools, allowing students to make up missed supervised tutoring hours, working with the K-16 Bridge program to provide greater incentives, and developing pathway specific program requirements will be utilized. He also discussed proposed math and English pathways for academic year 2017-2018.

Student Life

Ms. Miller distributed the attached March 16 meeting minutes. She stated that the committee typically focuses on commencement procedures during spring and that plans are going well. Commencement is scheduled for Friday, May 19 to begin at 6:00 p.m. The committee selected Michele Siqueiros, President of the Campaign for College Opportunity, as the commencement speaker and forwarded its recommendation to the board for approval. Ms. Miller stated that the committee decided to change back to the traditional layout for the processional and to continue using large video screens for the ceremony. The additional costs to rent LED video walls with live streaming, live captioning, and sound will be funded by ASCC.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Curriculum

No report.

Student Learning Outcomes

Mr. Fronke distributed the attached October 24, November 14, January 23, February 13, and February 27 meeting minutes. He stated that approximately 140,000 SLOs were assessed for fall classes and that there has been very good participation by faculty. The committee is working with departments to review assessment information and develop action plans to improve areas where students are having difficulty, and will provide instructions to put those plans into eLumen. The action plans will be evaluated after the end of the semester.

VIII. STATUS OF SHARED GOVERNANCE

No items.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. DeLong stated that the K-16 Bridge and Cerritos Complete programs are targeting more than 1,000 students and efforts are ramping up to get students connected early on and to create pathways for completion. She stated that many people are actively involved in this collaborative and collective effort.

X. PRESIDENT'S REPORT

Dr. Fierro stated that the Health and Wellness Complex Groundbreaking is scheduled for Wednesday, April 5 to begin at 5:00 p.m. He also provided information related to recent topics discussed by the Executive Council such as deployment of a student survey to help focus outreach efforts, updating facilities rentals procedures and establishing related standard operating procedures, continued development of the Educational Master Plan, which will be forwarded to the board for approval in May, updated budget projections, and the proposed compressed calendar.

XI. ADJOURNMENT

Meeting adjourned at 2:11 p.m.

Dev Ed Committee

Date: March 7th, 2017
Time: 2:00 PM - 3:30 PM
Location: LC-51

1.0 Approval of Minutes

2.0 Common Assessment Initiative—March 3rd Meeting

3.0 Basic Skills Integrated Planning

- Data Needs
- 2015-16 Plan and Progress
- 1 Intersecting Goal from 2016
- Integrated Student Success Goals

4.0 Pre-Assessment Math Boot Camps

Next Meeting: March 21st, 2:00-3:30, LC-51

College Committee on Developmental Education
Minutes
February 21, 2017

	9/6	9/20	10/4	10/18	11/1	12/6	1/17	2/7	2/21		
Sylvia Bello-Gardner - Counseling	P	A	P	P	P	P	A	P	P		
Connie Boardman - ACCME	P	P	P	P	P	P	P	P	P		
Anna Fischer - CSEA	P	P	A	P	P	P	A	P	P		
Mary Hunt – DSPS Proxy: Steve La Vigne	A	A	A	A	A	A	A	A	A		
Kolleen Kalt – English	-	P	P	P	P	P	P	P	P		
Martha Robles - Adult Ed	P	P	A	P	A	P	A	A	A		
Gabby Contreras – Adult Ed	P	P	P	P	P	A	P	P	P		
ASCC - Vacant	-										
CTE - Vacant	-										
Research and Planning KBlackburn, ATeshima, Clarence Wheeler	P AK	P AK	P AK	P KB	P AT	P KB	A	P CW	P CW		
Shawna Baskette – Dean, Academic Success	A	P	A	P	P	P	A	P	P		
Joann Sugihara-Cheetham – ESL LeeAnne McIlroy	P	A	P	P	P	P	P	P LM	P		
Bonnie Helberg – Reading	A	A	A	A	A	P	P	P	A		
Angie Conley - Math	P	A	P	P	P	P	P	P	P		
Frank Mixson -Dev Ed Coordinator	P	P	P	P	P	P	P	P	P		
Yvette Tafoya – ACCME	A	A	P	P	P	P	A	P	P		
– Faculty Senate Rep At-Large	P	A	A	A	A	A	A	A	A		
Suzy Heapy CSEA Rep	P	P	P	P	P	P	P	P	P		

The Meeting was called to order at 2:06 p.m.

Also in attendance – David Fabish, Colleen McKinley

1.0 Approval of Minutes	The February 7, 2017, minutes were approved as presented.
2.0 Pre-Assessment Math Workshops	Recommended Math Assessment Prep summer schedule was distributed. Due to the summer hours, (campus closed on Fridays), workshops will be held four days instead of five days per week. Registration, for students with a CC student ID number, will be through Adult Education, non-credit. Workshops will seat 30-40 students. It was also suggested that workshops could be held M-W/ M-T, which would give students an opportunity to study over the weekend. In addition to recruiting EOPS students and K-16 students, handouts will be available at the Assessment Center and with Counselors. Math 60 & 75 students will be targeted and flyers given to faculty for hand out. The workshops will also be advertised on the AIME website. After summer, the workshops will be offered on a regular weekly basis.
3.0 Math 75 Remove Pilot Status	Removing the pilot status on Math 75 was discussed by the Committee. The consensus by the group is that the request must go through Curriculum. It was noted that there has been a state-wide endeavor to remove the plot status in order for the course to be AA applicable. This would help open up a non-algebra pathway.
4.0 Duel Enrollment at High Schools	Colleen McKinley, Director of Educational Partnerships and Programs, was introduced and gave a brief overview of duel enrollment. The challenge that the college faces in offering GE courses is each high school would like a different plan to fit their policy and needs.
5.0 Common Assessment Workshop	The committee was reminded to sign up for the March 3 workshop.

The meeting was adjourned at 3:15 p.m.

Next meeting: March 7, 2-3:30 p.m.

2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Part I – Deadlines and Important Information

- Submission deadline: **December 1, 2017**
- The 2017-19 Integrated Plan will cover two years. The budget plan will reflect the 2017-18 allocations.
- Integrated fiscal reports will be required on an annual basis.
- All programmatic and student outcome data will be collected via existing MIS reporting. No additional data submissions are required.
- Colleges are encouraged to align integrated program plans with their college and district strategic plans/education master plans.
- Identify one individual and an alternate to serve as the point of contact for your college.

PROGRAM INTEGRATION

The integrated SSSP/Student Equity/BSI program model promotes integrated planning and program coordination at the district and college levels. The three programs retain separate requirements as specified in Education Code and title 5 regulations; these requirements are built into the Integrated Plan to ensure compliance with applicable law and regulations. In coming years, the Chancellor's Office intends to pursue changes in Education Code and title 5 regulations to achieve even greater integration and alignment of the three programs in subsequent planning cycles.

Plans are to be developed in consultation with students, staff, administrators, faculty, Academic Senate, and members of the community as appropriate. Your plan must be adopted by the governing board of the community college district and submitted to the Chancellor's Office by December 1, 2017. A separate plan must be submitted for each college in the district.

DATA-DRIVEN PLANNING

An effective plan is grounded in data. In developing your integrated plan, refer to existing data from your previous plans, additional statewide data, and/or data collected at your colleges. The Chancellor's Office will explore and develop mechanisms and tools over the coming months to assist and support colleges in their data analysis effort, although colleges should proceed with existing resources to complete the 2017-19 plan. Areas of focus for these new tools will include access and completion for basic skills, workforce and CTE, and transfer level courses.

2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Although you are not required under this plan to submit your data, analysis, and each goal you set , Education Code requires that you analyze data and develop goals to address the following and to retain that information as part of your institutional records:

- Goals for the general population and for identified student groups, disaggregated by gender, as well as activities designed to address disproportionate impact using one of the Chancellor's Office-approved methodologies. Education Code requires that colleges analyze data for the following student groups and, if appropriate, develop subgroup-specific goals: current or former foster youth, students with disabilities, low-income students, veterans, American Indian or Alaskan Native, Asian students, black or African American, Hispanic or Latino, Native Hawaiian or other Pacific Islander, white, some other race, and more than one race.
- Success rates for students with basic skills needs using Basic Skills Cohort Tracker data that show (1) the number of students successfully transitioning to college-level mathematics and English courses, and (2) the time it takes students to successfully transition to college-level mathematics and English courses.

In addition, the following data should inform your planning:

- Trends for incoming students related to engagement in the following activities: (1) orientation, (2) assessment, and/or (3) education planning.
- The number of students on academic or progress probation, referred to follow-up interventions or services, and successfully moved from probation—disaggregated into the student groups that must be included in your disproportionate impact analysis.
- The number of noncredit CDCP certificates awarded, if applicable.
- Noncredit course success data, such as the percentage of students earning a grade of pass (P) or satisfactory progress (SP), if applicable.
- The number of students who transition from noncredit to credit.

Part II – Program Goals and Planning

PREVIOUS ACCOMPLISHMENTS

*Questions 1 & 2 focus on what you **have accomplished during the 2015-16 planning cycle**.*

1. Assess your college's previous program efforts:
   a. In the table below, list progress made toward achieving the goals outlined in your 2015-16 SSSP, Student Equity, and BSI plans. Expand the table as needed so that all of your goals are included.

Goal	Progress

   b. To what do you attribute your overall success or lack thereof? (This answer can be in narrative or bullet; 100 words maximum)

   c. In the table below, identify one goal from your 2015-16 plans that intersects SSSP, Student Equity, and BSI and describe the integration activities. (Note: For the 2017-19 plan, integrated goals are required.)

Goal	Activities in each program that serve the goal listed		
	SSSP	Student Equity	BSI
Example: *Increase completion and persistence through the English Developmental Sequence*	*Provide extended orientation and assessment prep courses/workshops*	*Provide extended orientation and assessment prep courses/workshops* *Redesign the dev. ed. sequence*	*Pilot prep courses through the first year programs or specific bridge programs* *Redesign the dev. ed. Sequence*

2. Describe one strategy or activity that your college has implemented that is resulting in significant gains in student completion or closing of achievement gaps. The Chancellor's Office will use this information to assist in dissemination of effective practices to other colleges.

FUTURE PLANS

Questions 3-8 address the 2017-19 planning cycle.

3. Establish integrated student success goals to be completed/achieved by June 30, 2019, along with corresponding activities designed to achieve those goals. Goals must be outcomes-based, using system-wide outcomes metrics. For example:
    - Basic skills completion, including, but not limited to, (1) increasing the number of students successfully transitioning to college-level mathematics and English courses, and 2) reducing the time it takes students to successfully transition to college-level mathematics and English courses.
    - Closing achievement gaps for disproportionately impacted groups.
    - Improving success rates in degree attainment, certificate attainment, and transfer.
    - Improved identification of and support for students at-risk for academic or progress probation.
    - Deeper collaborations with high school districts, workforce agencies, or other community partners, particularly to increase students' college and job readiness
    - Improved noncredit student success for those with noncredit offerings (e.g., CDCP certificates awarded, course success, and noncredit-to-credit transition)

Select five integrated goals for the period covering this plan and complete the following table, showing how each goal connects across programs as well as the activities/steps you will implement to achieve each goal (Note: not all cells are required to be completed for each goal, but goals should cross at least two programs). Include at least one goal for each of three programs: Student Success and Support Program (core services), Student Equity, and Basic Skills.

Complete the table on the next page. Add rows as needed to list all five goals.

Goal	Activities in each program that serve the goal listed			Goal Area
	SSSP	Student Equity	BSI	
Example: Increase completion and persistence through the English Developmental Sequence	*Provide extended orientation and assessment prep courses/ workshops*	*Provide extended orientation and assessment prep courses /workshops* *Redesign the dev. Ed. sequence*	*Pilot prep courses through the first year programs or specific bridge programs* *Redesign the dev. Ed. sequence*	☐ *Access* ☑ *Retention* ☐ *Transfer* ☑ *ESL/Basic Skills Completion* ☐ *Degree & Certificate Completion* ☐ *Other:*_____
				☐ *Access* ☐ *Retention* ☐ *Transfer* ☐ *ESL/Basic Skills Completion* ☐ *Degree & Certificate Completion* ☐ *Other:*_____

4. How will your college accomplish integration of matriculation, instruction, and student support to accomplish you student success goals? Include in your answer how your college will ensure coordination across student equity-related categorical programs or campus-based programs. (500 words max)

5. If your college has noncredit offerings, describe how you are including these offerings in moving students through to their goals, including post-secondary transitions and employment (250 words max)

6. Describe your professional development plans to achieve your student success goals. (100 words max)

7. How and how often will you evaluate progress toward meeting your student success goals for both credit and noncredit students? You could analyze milestones, momentum points, leading indicators, or any other metric you find appropriate for your college. (100 words max)



AIME Accelerated Instruction in Math and English — Cerritos College

In collaboration with the Adult Education Department offers

Assessment Preparation Workshop

These workshops are tuition free. You will learn how to successfully complete the assessment test, review previously learned math material, and have an opportunity to retake the assessment test. The purpose of the workshop is to accurately demonstrate your math skills.

AED 42.05 Supervised Tutoring

- Improve your assessment test scores
- Customized by skill Level, computer-based, and self-paced
- Instructor and tutor supported
- Open Entry/Open Exit
- Tuition-Free/Adult Education non-credit course
- Targeted for Continuing Students, New Students, and Recent High School Graduates

Enroll on MyCerritos
SUMMER 2017

Class Ticket	Days	Time	Instructor	Location	Dates
#22355	MTWTH	4:00 PM – 8:00 PM	L. Ortiz	LC 174	06/05/17 – 06/08/17
#22356	MTWTH	4:00 PM – 8:00 PM	L. Ortiz	LC 174	06/12/17 – 06/15/17
#22357	MTWTH	4:00 PM – 8:00 PM	L. Ortiz	LC 174	06/19/17 – 06/22/17
#22358	MTWTH	8:00 AM – 12:00 PM	L. Ortiz	LC 174	06/26/17 – 06/29/17
#22359	MTWTH	8:00 AM – 12:00 PM	L. Ortiz	LC 174	07/10/17 – 07/13/17
#22360	MTWTH	8:00 AM – 12:00 PM	L. Ortiz	LC 174	07/17/17 – 07/20/17

The Accelerated Instruction in Math and English (AIME) program provides math and English pathways, integrated student support, and reintegration services that allow students to complete their developmental education sequence and college-level math and/or English in a timely manner.

To request more information, call the office at (562) 467-5098 or submit an online request www.cerritos.edu/aed and click Contact Us.

STUDENT AFFAIRS
CERRITOS COLLEGE

STUDENT LIFE/COMMENCEMENT COMMITTEE

March 16, 2017
BK111/112
1:00 PM

Minutes

Attendees: Elizabeth Miller (Chair), Tom Gallivan, Maria Isai, Amna Jara, Brianne Freeman, Rosario Rubio, Dr. Stephen Johnson, Bernice Watson, Kelly Kwan, Saul Lopez

1. Commencement Committee Meeting Schedule
    - Proposed - following Thursdays at 1pm:
        i. March 30, 2017
        ii. April 13, 2017
        iii. April 27, 2013
        iv. May 4, 2017 – last meeting before Commencement
        v. May 25, 2017 – Commencement SWOT & Review

2. Commencement Budget Update
    - Plan to request additional funds from ASCC Senate on Wednesday, March 22, for services from Pacific Coast Entertainment. Services include: LED video walls, live streaming, live captioning, and sound

3. Commencement Task Updates
    - Commencement Speaker
        - A candidate has been selected and will be forwarded to the Board for approval.
    - Lay-out and Logistics
        - To enhance visibility and the experience for graduates and guest, we will keep the second stage and ramps for graduates to walk across. We will also add more space to the rows and seats.
        - Possibility move the stage to the 20 or 10 yard line.
        - Ceremony schematics to be reviewed at the next meeting.
        - Stadium clean-up
            - CIF Track meet scheduled May 20
    - Audio-Visual
        - Diagram of stadium set-up will need to be sent to Pacific Coast Entertainment in advance for a new quote.
        - PCE will lend their expertise as to how to best accommodate guests.
    - Program booklet cover draft
        - Cover design has been finalized by the graphic designers. The design will honor 60 years of Cerritos College
    - Bookstore
        - Will be taking orders for special graduation t-shirts with all the graduate names
    - Security
        - Bag check will be conducted by Officers and Cadets.

4. Announcements
    - Next Student Life/Commencement Committee meeting is March 30, 2017

SLO Committee Minutes

Date: **October 24, 2016**

Time: 3:30 - 4:30 p.m.

Location: SS 140

Division	Role	Name	8/22/2016	9/12/2016	9/26/2016	10/24/2016	11/14/2016	11/28/2016	12/12/2016
Business	SLO Coordinator	Mark Fronke	P	P	P	P			
Counseling	SLO Coordinator	Jan Connal	P	A	P	A			
CCFF	Faculty	Solomon Namala	A	P	P	A			
Counseling	Faculty	Traci Ukita	A	A	P	P			
Curriculum	Faculty	Carrie Edwards	A	P	A	A			
DSPS	Faculty	Steven La Vigne	P	P	P	A			
Faculty Senate	Faculty	Vacant	A	A	A	A			
Fine Arts & Comm.	Faculty	Sergio Teran	P	A	A	P			
Health Occupations	Faculty	Ann Voorhies	P	P	A	P			
HPEDA	Faculty	Rebekah Hathaway	P	P	P	P			
HSS	Faculty	Jaclyn Ronquillo	P	P	A	P			
Liberal Arts	Faculty	Chad Greene	P	P	P	P			
Library/LRC	Faculty	Lorraine Gersitz	P	P	A	P			
SEM	Faculty	Chace Tydell	A	P	P	P			
Technology	Faculty	Mark Tait	A	A	A	P			
IERP	ACCME	Kristi Blackburn	P	P	P	P			
SEM	ACCME	Connie Boardman	P	A	P	P			
Student Services	ACCME	Terrie Lopez	P	A	A	P			
CSEA	Classified	Vacant	A	A	A	A			
ASCC	Student	Elizabeth Rivas	A	A	A	P			

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called the meeting to order at 3:32 p.m.
Approval of Minutes	Terrie Lopez made a motion to approve the minutes from the September 24 SLO Committee meeting; Ann Voorhies second the motion. Of the fourteen committee members present, two abstained- Jaclyn Ronquillo and Kristi Blackburn.
Update of Departments for Step 1 and Step 2	Fronke updated the committee on who all needs to complete Steps one and two; Technology (Auto Body, Auto, Cosmetology, Engineering Design Technology, Welding, Woodworking Manufacturing Technology), Fine Arts (Theatre Arts), Health Occupations (Culinary Arts, Dental Hygiene), Humanities and Social Sciences (History), Liberal Arts (Reading), Science Engineering and Math (Chemistry), Adult Education (English as a Second Language). **Action:** Reach out to those who have not completed steps one and two. **Responsibility:** Fronke with the help of the SLO committee members.
Discussion of SLO Assessment process	a) Updating Rosters December 2 - Gather data get it onto an excel sheet - Rosters in eLumen will be updated after drop date, weekend of December 2. b) Meeting with eLumen COO - Fronke met with eLumen COO c) Objectives vs. Outcomes - Fronke shared with committee what he learned during the eLumen meeting with COO what Objectives and Outcomes mean: Objective- is looking forward (future), Outcome is looking back (did they learn it?) d) Student Engagement - Fronke shared with committee that a feature of eLumen is to award "Badges" to students who have successfully completed courses, certificates or degrees. A Badge documents the specific outcomes that were assessed during a student's academic career and can then be used while applying for jobs. e) Best Practices **Action:** Encourage everyone to always assess every SLO, so in the future Cerritos College can use Badges. **Responsibility:** Fronke with help of committee members**.**

	Summary of Discussion
Document for SLO in Program Review	Fronke presented to committee a copy of Annual Student Learning Outcome Assessment Goals (Appendix F) that will be in Program Review Workbook. The objective is to encourage departments to report once every six years what they assessed, what did they learn, what action plan did they use to get there and the results of the process. **Action:** Get departments to include SLO assessment information in their Program Review self-study report. **Responsibility:** Fronke.
Dates for CTX Training	Mark Fronke presented future date for the next eLumen training to be held in the CTX a. Committee- 12/5 @ 3:30 p.m. **Action:** Hold Training Session. **Responsibility:** Fronke.
Meeting adjourned	Mark Fronke adjourned meeting at 4:40 p.m.

SLO Committee Minutes

Date: **November 14, 2016**

Time: 3:30 - 4:30 p.m.

Location: SS 140

Division	Role	Name	8/22/2016	9/12/2016	9/26/2016	10/24/2016	11/14/2016	11/28/2016	12/12/2016
Business	SLO Coordinator	Mark Fronke	P	P	P	P	P		
Counseling	SLO Coordinator	Jan Connal	P	A	P	A	P		
CCFF	Faculty	Solomon Namala	A	P	P	A	P		
Counseling	Faculty	Traci Ukita	A	A	P	P	P		
Curriculum	Faculty	Carrie Edwards	A	P	A	A	A		
DSPS	Faculty	Steven La Vigne	P	P	P	A	P		
Faculty Senate	Faculty	Vacant	A	A	A	A	A		
Fine Arts & Comm.	Faculty	Sergio Teran	P	A	A	P	P		
Health Occupations	Faculty	Ann Voorhies	P	P	A	P	P		
HPEDA	Faculty	Rebekah Hathaway	P	P	P	P	P		
HSS	Faculty	Jaclyn Ronquillo	P	P	A	P	P		
Liberal Arts	Faculty	Chad Greene	P	P	P	P	P		
Library/LRC	Faculty	Lorraine Gersitz	P	P	A	P	P		
SEM	Faculty	Chace Tydell	A	P	P	P	P		
Technology	Faculty	Mark Tait	A	A	A	P	P		
IERP	ACCME	Kristi Blackburn	P	P	P	P	P		
SEM	ACCME	Connie Boardman	P	A	P	P	A		
Student Services	ACCME	Terrie Lopez	P	A	A	P	A		
CSEA	Classified	Vacant	A	A	A	A	A		
ASCC	Student	Elizabeth Rivas	A	A	A	P	A		

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called the meeting to order at 3:37 p.m.
Approval of Minutes	Chace Tydell made a motion to approve the minutes from the October 24 SLO Committee meeting; Traci Ukita second the motion. Of the fourteen committee members present, one abstained- Steven La Vigne.
General Education Student Learning Outcomes (GE SLO's)	Fronke presented to the committee a handout of the General Education Student Learning Outcomes, stating the following: Information Competencies 1. Students will determine the exact information needed 2. Students will demonstrate the knowledge to access the needed information effectively and efficiently. 3. Students will demonstrate their evaluation of the information and its sources critically. 4. Students will demonstrate how the incorporated the selected information into their knowledge base. 5. Students will use information to effectively accomplish a specific purpose. 6. Students will demonstrate their understanding of the economic, legal, and social issues surrounding the use of information and access and use the information ethically and legally. **Action:** Contact Deb Moore to get more information about GE SLO's. Also to get more people to assess and get the spreadsheets into eLumen. **Responsibility:** Fronke.
Update of Steps 1 and 2	Fronke updated the committee on who all needs to complete step one and step two; Political Science, Chemistry, Music, Theatre Arts, Culinary Arts, Dental Hygiene and Automotive Mechanical Repair Technology. **Action:** Reach out to those who have not completed step one and step two. **Responsibility:** Fronke with the help of the SLO committee members.
Dates for CTX Training	Fronke presented future date for the next eLumen training to be held in the CTX a. Committee- 12/5 @ 3:30 p.m. **Action:** Hold Training Session. **Responsibility:** Fronke.
Meeting Adjourned	Mark Fronke adjourned meeting at 4:30 p.m.

SLO Committee Minutes

Date: **January 23, 2017**

Time: 3:30 - 4:30 p.m.

Location: SS 140

Division	Role	Name	01/23/2017	02/13/2017	02/27/2017	03/27/2017	04/10/2017	04/24/2017	05/08/2017
Business	SLO Coordinator	Mark Fronke	P						
Counseling	SLO Coordinator	Jan Connal	P						
CCFF	Faculty	Lyndsey Lefebvre	P						
Counseling	Faculty	Traci Ukita	P						
Curriculum	Faculty	Carrie Edwards	A						
DSPS	Faculty	Steven La Vigne	P						
Faculty Senate	Faculty	Vacant	A						
Fine Arts & Comm.	Faculty	Sergio Teran	P						
Health Occupations	Faculty	Ann Voorhies	A						
HPEDA	Faculty	Rebekah Hathaway	A						
HSS	Faculty	Jaclyn Ronquillo	P						
Liberal Arts	Faculty	Chad Greene	A						
Library/LRC	Faculty	Lorraine Gersitz	P						
SEM	Faculty	Chace Tydell	P						
Technology	Faculty	Chung Vo	P						
IERP	ACCME	Kristi Blackburn	A						
SEM	ACCME	Connie Boardman	P						
Student Services	ACCME	Terrie Lopez	P						
CSEA	Classified	Vacant	A						
ASCC	Student	Elizabeth Rivas	A						

	Summary of Discussion
Meeting called to Order	SLO Coordinator Mark Fronke called the meeting to order at 3:32 p.m.
Approval of Minutes	Traci Ukita made a motion to approve the minutes from the November 14 SLO Committee meeting; Steven La Vigne second the motion. Of the eleven committee members present three abstained- Connie Boardman, Terrie Lopez and Lyndsey Lefebvre.
Passport Project	Gary Pitchard presented a handout to the SLO committee regarding the new program being brought to Cerritos College-Interstate Passport. The purpose of the program is to expand the mission of success by creating a pathway for students at Cerritos to have the opportunity to not only transfer within the state but out of the state as well. Pitchard is looking for volunteers from each of the committees to devise the plan of aligning their passport SLOs to our SLOs. Lyndsey Lefebvre and Connie Boardman volunteered to attend the meeting regarding the program on February 16.
Preparing Faculty Participation Reports	Fronke provided the SLO committee with a handout with step by step instructions on preparing a "participation report." The deadline to have all SLO results for Spring is January 27. After the 27th Department chairs can log into eLumen and see who have completed their assessments. **Action:** Send out email to department chairs logon to eLumen and look at reports. **Responsibility:** Fronke.
Discussion of the SLO Action Plan Process	Fronke provided step by step instructions on how to log onto eLumen and generate the "SLO Performance Reports." Departments will be responsible to meet and discuss the results and come up with an action plan on how to improve. **Action:** Departments need to meet and review their results and write an action plan collectively. **Responsibility:** Department Chairs and Faculty.
Review of timetable for Spring Process	Fronke suggested to committee to assess all SLO's every semester. The committee agreed on moving the deadline date for changing or adding SLOs to August 1. **Action:** Notify Department Chairs to facilitate what SLOs they will be assessing by August 1. **Responsibility:** Fronke.
Meeting Adjourned	Mark Fronke adjourned meeting at 4:29 p.m.

SLO Committee Minutes

Date: **February 13, 2017**

Time: 3:30 - 4:30 p.m.

Location: SS 140

Division	Role	Name	01/23/2017	02/13/2017	02/27/2017	03/27/2017	04/10/2017	04/24/2017	05/08/2017
Business	SLO Coordinator	Mark Fronke	P	P					
Counseling	SLO Coordinator	Jan Connal	P	P					
CCFF	Faculty	Lyndsey Lefebvre	P	A					
Counseling	Faculty	Traci Ukita	P	A					
Curriculum	Faculty	Carrie Edwards	A	A					
DSPS	Faculty	Steven La Vigne	P	A					
Faculty Senate	Faculty	Vacant	A	A					
Fine Arts & Comm.	Faculty	Sergio Teran	P	P					
Health Occupations	Faculty	Ann Voorhies	A	A					
HPEDA	Faculty	Rebekah Hathaway	A	P					
HSS	Faculty	Jaclyn Ronquillo	P	P					
Liberal Arts	Faculty	Chad Greene	A	P					
Library/LRC	Faculty	Lorraine Gersitz	P	P					
SEM	Faculty	Chace Tydell	P	P					
Technology	Faculty	Chung Vo	P	P					
IERP	ACCME	Kristi Blackburn	P	P					
SEM	ACCME	Connie Boardman	P	P					
Student Services	ACCME	Terrie Lopez	P	P					
CSEA	Classified	Vacant	A	A					
ASCC	Student	Elizabeth Rivas	A	A					

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called the meeting to order at 3:31 p.m.
Approval of Minutes	Connie Boardman made a motion to approve the minutes from the January 23 SLO Committee meeting; Steven La Vigne second the motion. Of the fourteen committee members present two abstained- Chad Greene and Ann Voorhies.
Preparing Report on Results from Fall 2016	Fronke sent out email to departments with instructions on how to print out results. Fronke also mentioned he will be making a video with step by step instructions explaining how to complete the task. The purpose is to get faculty to talk about their results, what they learned and set up an improvement plan. Fronke will also print out report and file statistics. For the future Fronke will set every class to asses every SLO and faculty will choose what they wish to assess. **Action**: Encourage divisions to print out reports and talk about what worked and didn't work. **Responsibility:** Fronke with help of committee members.
Report from SLO Symposium on February 3, 2017	Fronke shared his experience at the SLO Symposium he attended. He learned that results may indicate inconsistency in assessment and if it is true, talk to faculty and see what you can do differently. Fronke also confirmed we are on the right track.
Discussion of SLO Action Plan Process	After printing SLO results, faculty will create an action plan. Action plans should be collaborative and cover the whole course. Faculty should focus on lowest score and come up with a plan to improve. Fronke will make video on action plan process for faculty to review. **Action:** Create video instructions for Action Plan. **Responsibility:** Fronke.
Review of timetable for Spring Semester	Fronke and committee agreed to set the deadline for action plans to April 30. The deadline for any changes on SLOs for the Fall will be June 30. **Action:** Update faculty on new deadline dates for action plans and any SLO changes. **Responsibility:** Fronke.
Items from the floor	Ann Voorhies brought to committee's attention that once SLOs are changed they will need to be updated on the SLO website for current and potential students.
Meeting Adjourned	Mark Fronke adjourned SLO meeting at 4:31 p.m.

SLO Committee Minutes

Date: **February 27, 2017**

Time: 3:30 - 4:30 p.m.

Location: SS 140

Division	Role	Name	01/23/2017	02/13/2017	02/27/2017	03/27/2017	04/10/2017	04/24/2017	05/08/2017
Business	SLO Coordinator	Mark Fronke	P	P	P				
Counseling	SLO Coordinator	Jan Connal	P	P	P				
CCFF	Faculty	Lyndsey Lefebvre	P	A	A				
Counseling	Faculty	Traci Ukita	P	A	P				
Curriculum	Faculty	Carrie Edwards	A	A	A				
DSPS	Faculty	Steven La Vigne	P	A	A				
Faculty Senate	Faculty	Vacant	A	A	A				
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P				
Health Occupations	Faculty	Ann Voorhies	A	A	A				
HPEDA	Faculty	Rebekah Hathaway	A	P	P				
HSS	Faculty	Jaclyn Ronquillo	P	P	P				
Liberal Arts	Faculty	Chad Greene	A	P	P				
Library/LRC	Faculty	Lorraine Gersitz	P	P	P				
SEM	Faculty	Chace Tydell	P	P	A				
Technology	Faculty	Chung Vo	P	P	A				
IERP	ACCME	Kristi Blackburn	P	P	P				
SEM	ACCME	Connie Boardman	P	P	P				
Student Services	ACCME	Terrie Lopez	P	P	A				
CSEA	Classified	Vacant	A	A	A				
ASCC	Student	Elizabeth Rivas	A	A	A				

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called the meeting to order at 3:37 p.m.
Approval of Minutes	Lorraine Gersitz made a motion to approve the minutes from the February 13 SLO Committee meeting; Connie Boardman second the motion. Of the ten committee members present two abstained- Traci Ukita and Kahlil Ford.
Results from Fall 2016 Assessment	Fronke presented a handout to committee stating the Assessment Results for Fall 2016. Fronke will make same spread sheet for Fall 2015 to see if there were any improvements. Overall there were 139,000 assessments. There were courses that did assess but were not uploaded into eLumen. **Action:** Create a Fall 2015 spread sheet. **Responsibility:** Fronke.
Strategy for Assessing Spring Classes	Fronke presented a revised Course and Degree/Certificate SLO Deadlines with the new deadline dates the committee agreed upon at the February 13 SLO meeting. The deadline to submit course Action Plans April 30. Review Course SLO's June 30. Submit Course, Certificate and Degree Action plans for Spring 2017 deadline is September 29. Fronke suggested he makes a video regarding these deadline dates. **Action:** Create video and notify faculty of deadlines. **Responsibility:** Fronke.
Outreach to remind Departments to develop and complete action plans for Fall	Faculty should be meeting to create an action plan. Department chairs are responsible for consolidating course action plans and forward to Fronke in one document. Fronke will be responsible for uploading action plans into eLumen for the time being. **Action:** Encourage divisions to create an action plan and forward it to Fronke. **Responsibility:** Fronke with help of committee members.
Discussion on need for faculty survey	SLO Committee agreed to hold off on faculty survey for the time being.
Discussion on need for additional training	If any faculty members wish to have any additional training direct them to Mark Fronke. **Action:** Direct anyone who wishes to have additional training to Mark Fronke. **Responsibility:** Fronke with help of SLO committee members.

	Summary of Discussion
Meeting Adjourned	SLO Coordinator Mark Fronke adjourned the meeting at 4:22 p.m.

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
April 10, 2017

PRESENT:	Dr. Jose Fierro	ABSENT:	Dr. Stephen Johnson
	Rick Miranda		Terrance Mullins
	Dr. Adriana Flores-Church		Armando Soto
	Felipe Lopez		Saul Lopez-Pulido
	Dr. Renée DeLong		
	Michelle Lewellen		
	Dr. April Griffin		
	Lynn Laughon	GUEST(s)	Julie Bathke
	David Ward		Dr. Carrie Edwards
	Miriam Tolson		Carl Stammerjohn
	Julie Mun		

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:06 p.m.

II. PUBLIC COMMENTS
There were no public comments.

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

Employment Opportunities	Closing Date
Full-Time Welding Instructor (2 positions)	June 5

IV. APPROVAL OF MINUTES – March 27, 2017
It was moved by Dr. DeLong and seconded by Mr. Miranda to approve the March 27 minutes. The vote for approval was 7-0-1; Dr. Griffin abstained. Dr. Flores-Church, Ms. Laughon, and Mr. Ward were not present for the vote.

V. BOARD AGENDA – April 19, 2017
The committee reviewed the draft April 19 Board Agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES
There were no items from institutional committees.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES
Curriculum
Dr. Edwards distributed the attached lists of committee approved courses, certificates, and degrees. She stated that the committee continues working hard and staying busy. The committee finalized a new policy and form for cross-listed courses when departments no

longer want to offer them jointly. They are also working towards adopting a new statement for all course outlines to comply with Section 508 standards. Dr. Edwards also stated that Rich Cameron is assisting with preparations for the upcoming transition to eLumen and training sessions have been scheduled for department chairs and division secretaries. The Curriculum Committee will also be participating in a 3-day CTX Summer Institute to work with eLumen and ensure that the final product matches our needs. The committee continues to correct inconsistences in the Chancellor's Office Curriculum Inventory System.

Department Chairs
Mr. Stammerjohn stated that the committee met once this semester and discussed the Program Review Plus program. He stated that Rich Cameron also provided an eLumen presentation and that faculty training sessions will be scheduled. Other topics of discussion included part-time hiring procedures and how department chairs assign classes. Lastly, Mr. Stammerjohn stated that he and Dr. Amy Holzgang will continue to serve as committee chairpersons for the next academic year.

Professional Relations
Ms. Lewellen provided an update on behalf of committee chairperson Joseph Van de Mortel. She stated that the annual Outstanding Faculty Awards ceremony is scheduled for Thursday, April 27 to begin at 11:00 a.m. in the Student Center.

The 2016-17 Outstanding Faculty Awards recipients are:

Name	Division
James MacDevitt	Fine Arts and Communications (Most Outstanding)
Sylvia Bello-Gardner	Counseling Services
Kim Berling	Humanities/Social Sciences
Jeff Bradbury	SEM
Ja'net Danielo	Liberal Arts
Steven La Vigne	DSPS
Connie Mayfield	Fine Arts and Communications
Miodrag Micic	Technology
Chace Tydell	SEM

Sabbatical Leave
Ms. Bathke distributed the attached update of committee activities. She stated that eight applications were submitted for 2017-18 and four applications were forwarded to Faculty Senate. Faculty Senate approved all of the forwarded requests and the final recommendation was presented to the Board of Trustees at its April 5 meeting. Ms. Bathke also distributed the attached abstracts of sabbatical leave reports for 2015-16. She stated that faculty accomplished amazing things and the reports reflect a variety of topics. The board will be receiving presentations from faculty for 2015-16 sabbatical leaves at the April 19 board meeting.

Dr. Fierro reaffirmed that the board unanimously approved all proposed sabbatical leaves for 2017-18, but that the board expressed interest in learning more about the reporting process and the outcome of the work completed, as well as the actual cost. He stated that a possible solution is to provide the board with student testimonials so that they can learn how

students directly benefited from the work completed during sabbaticals. This would highlight the work and benefits produced, as opposed to solely focusing on the financial impact.

VIII. STATUS OF SHARED GOVERNANCE

Revised Administrative Procedure 6700 – Civic Center and Other Facilities Use

Mr. Lopez stated that the procedure was revised to reflect current regulations and practices with regard to use of college facilities. The proposed updates will also provide more documentation to the current process and increase accountability. Language from recently updated Administrative Procedure 6750 – Parking and Other Traffic-Related Items was also added to this procedure to reiterate that the District reserves all parking fee rights.

The committee discussed the application process and requirements for requesting use of college facilities, the importance of having one master schedule/system, and ensuring that instructional classes and related classroom activities have first priority followed by instructional/student services programs and activities. It was suggested that additional guidelines with regard to requesting use of facilities, such as when to submit requests, and the role and responsibilities of the Facilities Scheduling Specialist be included in standard operating procedures.

It was moved by Dr. DeLong and seconded by Ms. Lewellen to approve revised Administrative Procedure 6700 – Civic Center and Other Facilities Use as attached. The vote for approval was unanimous.

Proposed Senate Committee on Faculty Professional Development

Ms. Lewellen stated that the Faculty Senate unanimously approved a proposal to create a Senate Committee on Faculty Professional Development at its April 4 meeting. She stated that the group has been serving as the CTX Advisory Board for many years and that the Faculty Senate recommends establishing it as a shared governance committee. Dr. Flores-Church requested that the group consider adding a representative from the Office of Human Resources since Human Resources is highly tied to staff development. Ms. Laughon stated that the Employee Development Committee, formerly known as the Staff Development Committee, has been inactive for quite some time. Dr. Flores-Church stated that she will check on the status of that committee.

It was moved by Ms. Lewellen and seconded by Dr. DeLong to approve the attached proposal to establish the Senate Committee on Faculty Professional Development. The vote for approval was unanimous. Mr. Ward was not present for the vote.

Ms. Lewellen also stated that Faculty Senate is wrapping up discussions to formally include faculty representation from DSPS, AED, and specialized counseling areas for all shared governance committees. The final recommendation will be forwarded to the Coordinating Committee.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Lewellen stated that Interim ACCJC President Dr. Richard Winn recently made alarming comments with regard to measuring SLOs. She stated that she will be meeting with Mark Fronke to discuss concerns about the SLO assessment process because faculty want to

focus on section-level improvement plans and individual faculty improvement. Mr. Miranda requested that he be part of the discussion and stated that Dr. Winn has clarified that disaggregation at the class level will not be a compliance issue but still needs to be completed.

Ms. Lewellen also thanked Dr. Fierro for speaking on her behalf at the April 5 board meeting and for sending an email to faculty to clarify that the board unanimously approved the presented sabbatical leave requests for 2017-18.

Dr. Griffin stated that the Forensics Team recently competed in the Pi Kappa Delta Nationals at Boise State University, and that three students placed.

X. PRESIDENT'S REPORT

Dr. Fierro provided information related to recent topics discussed by the Executive Council such as the recent action by the California Supreme Court to hold that communications by a city employee concerning public business on a public account, such as email, phone or computer, may be subject to disclosure under the California Public Records Act, updating emergency phones and adding security cameras on campus, looking for opportunities to apply for TRIO and GEAR UP grants, drafting a clear and consistent procedure for employee participation in college events, updated budget projections and establishing a standardized calendar for the budget development process, continued development of the Educational Master Plan, the proposed compressed calendar, and FTES projections.

XI. ADJOURNMENT

Meeting adjourned at 2:37 p.m.

Courses - Committee Approved	Courses - CO Approved	Published in Catalog
PEX 106 - Adapted Aquatic Exercise (New)	X	
PEX 162 - Badminton Fitness and Technique Training (New)	X	
PEX 171 - Cheerleading (New)	X	
PEX 271 - Stunting, Acrobatics, and Tumbling (New)	X	
KIN 100 - Introduction to Kinesiology (Modification)		Catalog 17/18
PEX 152 - Gentle Yoga (Modification)	X	
ART 119B - Exhibtion Design (New)	pending	
ART 119C - Curatorial Practicum (New)	pending	
ART 195B - Advanced 3D Modeling (New)	pending	
MUS 143A - Songwriting (New)	pending	
MUS 145A - Live Sound Techiques (New)	pending	
ART 198 - Motion Graphics (Reinstatement)	pending	
ART 196 - Web Design with Online Portfolio	Tabled	
ENGL 240 - Creative Writing (Modification)		Catalog 17/18
ENGT 261 - SolidWorks for Substainable Design (New)	X	
ENGT 262 - SolidWorks for Weldments Design (New)	X	
ENGT 263 - SolidWorks for Industrial Mold Tools Design (New)	X	
ENGT 131 - Design Fundamentals Including 3D Modeling (Modification)		Catalog 17/18
ENGT 133 - SolidWorks for Sheet Metal Design (Modification)		Catalog 17/18
ENGT 138 - Introduction to Engineering Design Using AutoCAD (Modification)		Catalog 17/18
ENGT 237 - Statics and Strength of Materials Using Simulation (Modification)		Catalog 17/18
ENGT 258 - Tools and Fixtures Applications Using Solid Modeling (Modification)		Catalog 17/18
ENGT 259 - SolidWorks Introduction (Modification)		Catalog 17/18
MTT 96L - CNC Multi-Axis Mill Machining Lab (Modification)		Catalog 17/18
ET 91L - Engineering Technology Project Laboratory (Inactivation)		Catalog 17/18
ET 104 - Engineering Technology Project Development (Inactivation)		Catalog 17/18
MTT 50 - CNC Shop Math (Inactivation)		Catalog 17/18
MTT 60 - Advanced Machine Tool Concepts (Inactivation)		Catalog 17/18
MTT 170 - Computer Numerical Control Prgramming (Inactivation)		Catalog 17/18
EDT 51 – Communicating in the Online Environment (Inactivation)		Catalog 17/18
EDT 67 – Using Mind-Mapping Tools in Education (Inactivation)		Catalog 17/18
EDT 100 – Integration of the Internet into Curriculum (Inactivation)		Catalog 17/18
EDT 103 – Spreadsheets for Educators (Inactivation)		Catalog 17/18
EDT 104 – Word Processing for Educators (Inactivation)		Catalog 17/18
EDT 105 – PowerPoint for Educators (Inactivation)		Catalog 17/18
EDT 106 – Databases in Education (Inactivation)		Catalog 17/18

EDT 109 – Developing Education-Based Portfolios (Inactivation)		Catalog 17/18
EDT 111 – Web Design for Educators (Inactivation)		Catalog 17/18
EDT 120 – Exploring Assistive Technology in Education (Inactivation)		Catalog 17/18
EDT 121 – Using Mobile Technology in Education (Inactivation)		Catalog 17/18
SLP 105 - Speech and Langauage Development in Children (Modification)		Catalog 17/18
SLP 125 - Childhood Disorders and Treatment (Modification)	pending	
SLP 230 - Adaptive Communication Technology (Modification)	pending	
SLP 235 - Adult Disorders and Treatment (Modification)		Catalog 17/18
CA 65 - Food Costing (Inactivation)		Catalog 17/18
CA 152 - Introduction to Commercial Food Production (Inactivation)		Catalog 17/18
CA 153 - Commercial Food Production: Pantry Items (Inactivation)		Catalog 17/18
CA 154 - Commercial Food Production: Meats & Poultry (Inactivation)		Catalog 17/18
CDEC 66 - Administration and Supervision of Early Childhood Programs (Inactivation)		Catalog 17/18
CDEC 67 - Advanced Administration and Supervision of Early Childhood Education Programs (Inactivation)		Catalog 17/18
CDEC 173 - Early Childhood Education Occupational Work Experience (Inactivation)		Catalog 17/18
CDEC 174 - Early Childhood Education Occupational Work Experience (Inactivation)		Catalog 17/18
CDSE 50 - Survey of Special Education (Inactivation)		Catalog 17/18
CDSE 52 - Special Education Inclusion in Early Childhood Programs (Inactivation)		Catalog 17/18
HO 9 - Emergency Medical Technician I (Inactivation)		Catalog 17/18
HO 9L - Emergency Medical Technician I Lab (Inactivation)		Catalog 17/18
MA 62A - Health Insurance and Billing (Inactivation)		Catalog 17/18
MA 62B - ICD-9 and CPT Coding (Inactivation)		Catalog 17/18
NRSG 47 - Nursing Skills Lab (Inactivation)		Catalog 17/18
SLP 240 - Field Experience I (Inactivation)		Catalog 17/18
SLP 245 - Field Experience II (Inactivation)		Catalog 17/18
ENGR 215L - Circuits Laboratory (New)	pending	
MATH 75 (Not Degree Applicable) - Mathematical Literacy for College Students (Modification)		Catalog 17/18
MATH 112 - Elementary Statistics (Modification)		Catalog 17/18
CHEM 95 - Individualized Chemistry Instruction (Inactivation)		Catalog 17/18
CIS 75 - SQL Administration and Implementation (Inactivation)		Catalog 17/18
CIS 126 - JavaScript for Nonprogrammers (Inactivation)		Catalog 17/18
CIS 163 - Dynamic and Interactive Web Page Scripting (Inactivation)		Catalog 17/18
CIS 213C - Designing a Microsoft Windows Directory Service Infrastructure (Inactivation)		Catalog 17/18
CIS 230 - Assembly Programming for Microcomputers (Inactivation)		Catalog 17/18
MATH 150 - Precalculus Math (Inactivation)		Catalog 17/18
ENGL 227 - Current Literature (Modification)		Catalog 17/18
EDT 51 – Communicating in the Online Environment (Inactivation)		Catalog 17/18
EDT 67 – Using Mind-Mapping Tools in Education (Inactivation)		Catalog 17/18

EDT 100 – Integration of the Internet into Curriculum (Inactivation)		Catalog 17/18
EDT 103 – Spreadsheets for Educators (Inactivation)		Catalog 17/18
EDT 104 – Word Processing for Educators (Inactivation)		Catalog 17/18
EDT 105 – PowerPoint for Educators (Inactivation)		Catalog 17/18
EDT 106 – Databases in Education (Inactivation)		Catalog 17/18
EDT 109 – Developing Education-Based Portfolios (Inactivation)		Catalog 17/18
EDT 111 – Web Design for Educators (Inactivation)		Catalog 17/18
EDT 120 – Exploring Assistive Technology in Education (Inactivation)		Catalog 17/18
EDT 121 – Using Mobile Technology in Education (Inactivation)		Catalog 17/18
ACCT 220 - Accounting Ethics (New)	pending	
ENGY 100 - Energy and the Way We Live (New)	pending	
GEOL 103 - Environmental Geology Lecture (New)	pending	
GEOL 103L - Environmental Geology Laboratory (New)	pending	
GEOL 105L - Field Methods of the Earth Sciences (Modification)		Catalog 17/18
CIS 160 - Web Page Development (Modification)		Catalog 17/18
CIS 205 - Programming in HTML for the World Wide Web (Inactivation)		Catalog 17/18
CIS 282 - Advanced Java Programming (Modification)		Catalog 17/18
MTT 72 - MasterCAM Multi-Axis Turning (New)	pending	
MTT 97L - CNC Multi-Axis Turning Laboratory (New)	pending	
MTT 110 - Industrial Maintenance for Machine Tools (New)	pending	
MTT 120 - Fanuc Multi-Axis Robotics (New)	pending	
WMT 205 - Veneering and Marquetry (New)	pending	
WMT 245 - Curved and Tapered Forms for Furniture (New)	pending	
WMT 291 - Production Cabinetmaking (New)	pending	
WMT 292 - Production - Special Projects (New)	pending	
WMT 184 - Introduction to Digital Fabrication (Modifcation)	pending	
WMT 185 - AlphaCAM for CNC Woodworking (Modification)	pending	
WMT 186 - CNC Router for Woodworking (Modification)	pending	
WMT 203 - Wood Veneering (Inactivation)	pending	
WMT 242 - Curved and Tapered Forms for Furniture (Inactivation)	pending	
WMT 268A - Production Cabinetmaking (Commercial/Institutional) (Inactivation)	pending	
WMT 268C - Production Cabinetmaking and Manufacturing (Mass Production) (Inactivation)	pending	
APP 40.05 - IW-Advanced Welding III (New)	pending	
APP 40.07 - FIW - Orientation(New)	pending	
APP 40.09 - IW-Gen Rigging(New)	pending	
APP 40.10 - IW-Welding I - Reinforcing(New)	pending	
APP 40.11 - IW- Welding II - Reinforcing(New)	pending	
APP 40.12 - IW- Reinforcing Iron I(New)	pending	

APP 40.15 - IW - Post Tension I(New)	pending	
APP 40.21 - IW - Structural Steel I(New)	pending	
APP 40.22 - IW - Cranes(New)	pending	
APP 40.06 - IW - Metal Building Erection I/Foreman Training(New)	pending	
APP 40.50 - IW-Mixed Base-Reinforcing(New)	pending	
APP 40.53 - IW - Detailing/Reinforcing Iron(New)	pending	
APP 40.55 - IWS-Reinforcing Foreman Training(New)	pending	
APP 40.56 - IW - Ironworker History Reinforcing(New)	pending	
APP 40.60 - IW - Architectural and Ornamental I(New)	pending	
APP 40.61 - IW - Structural Precast Concrete (New)	pending	
APP 40.63 - IW-Structural Lead Hazard (New)	pending	
APP 41.03 - IW-Reinforcing II(New)	pending	
APP 41.04 - IW - Architectural III(New)	pending	
APP 41.05 - IW-Architectural II(New)	pending	
APP 41.06 - IW-Structural Steel I(New)	pending	
APP 41.07 - Post-Tension II(New)	pending	
APP 41.08 - IW - Post Tension III(New)	pending	
APP 41.09 - IW Welding III - Reinforcing(New)	pending	
ACCT 270 - Fundaentals of Auditing (Modification)	pending	
ACCT 280 - Advanced Accounting (Modification)		
ANTH 100 - Cultural Anthropology (Modification)		Catalog 17/18
ANTH 115 - Physical Anthropology (Modification)		Catalog 17/18
ANTH 200 - Native Peoples of North America (Modification)		Catalog 17/18
PSYC 241 - Introduction to Psychobiology (Modification)		Catalog 17/18
PSYC 245 - Drugs and Behavior (Modification)		Catalog 17/18
PSYC 251 - Developmental Psychology (Modification)		Catalog 17/18
PSYC 265 - Psychology of Gender (Modification)		Catalog 17/18
PSYC 271 - Abnormal Psychology (Modification)		Catalog 17/18
AED 42.98 - College Placement Testing Strategies A (New)	pending	
AED 42.99 - College Placement Testing Strategies B (New)	pending	
AED 42.25 - Supervised Skill Development (New)	pending	
KIN 205 - Anatomical Movement Analysis (New)	pending	
KIN 206A - Lower Extremity Injury Assessment and Reconditioning (New)	pending	
KIN 206B - Upper Extremity Injury Assessment and Reconditioning (New)	pending	
KIN 110 - Community First Aid and CPR (New)	pending	
Athletic Injury Management - CT (New)	pending	
Fitness Trainer - CT (New)	pending	
HED 110 - Community First Aid and CPR (Modification)	pending	

Fitness Specialist - AA (Modification)	pending	
Athletic Trainer Aide - AA (Modification)	pending	
Fitness Specialist - CT (Modification)	pending	
AUTO 105 - Hydraulics and Pneumatics (Modification)		Catalog 17/18
3D Parametric Modeling Design and Presentations - VoC (Modification)		Catalog 17/18
Engineering Design and Production Technology - VoC (Modification)		Catalog 17/18
Machine Design and Manufacturing - VoC (Modification)		Catalog 17/18
Sheet Metal Layout Applications with 3-D Parametric Solid Modeling - VoC (Modification)		Catalog 17/18
Web Page Development - VoC (Inactivation)		Catalog 17/18
Web Server Development - VoC (Inactivation)		Catalog 17/18
Manufacturing Verification of Completions Quality Assurance (QA) (Modification)		Catalog 17/18
Manufacturing Verification of Completions Statistical Process Control (SPC) (Modification)		Catalog 17/18
Plastics and Composites Manufacturing Technology—Verification of Completions Moldmaking Specialty (Modification)		Catalog 17/18
Plastics and Composites Manufacturing Technology—Verification of Completions Composite Specialty (Modification)		Catalog 17/18
MFGT 50 - Haz-Mat (Inactivation)		Catalog 17/18
MGFT 52 - Introduction to Laser Cutting Technology (Inactivation)		Catalog 17/18
MGFT 56 - ISO 9001:2008 (Inactivation)		Catalog 17/18
MGFT 57 - Total Quality Management (TQM) (Inactivation)		Catalog 17/18
MGFT 58 - Benchmarking (Inactivation)		Catalog 17/18
MGFT 60 - Quality Assurance Principles (Inactivation)		Catalog 17/18
MGFT 65 - Applied Math Manufacturing (Inactivation)		Catalog 17/18
MGFT 100 - Manufacturing Processes (Inactivation)		Catalog 17/18
Manufacturing - Verification of Completions Total Quality Management (TQM) (Inactivation)		Catalog 17/18
Manufacturing - Verification of Completions ISO 900 1:2008 (Inactivation)		Catalog 17/18
Manufacturing - Verification of Completions Advanced Quality System (AQS) (Inactivation)		Catalog 17/18
Manufacturing - Verification of Completions Materials and Process (Inactivation)		Catalog 17/18
Plastics and Composite Manufacturing Technology - Verification of Completions Composite Technician Specialty (Inactivation)		Catalog 17/18
Plastics and Composite Manufacturing Technology - Verification of Completions Tool Specialty (Inactivation)		Catalog 17/18
Plastics and Composite Manufacturing Technology - Verification of Completions Industrial Design Specialty (Inactivation)		Catalog 17/18
RE 101 - Real Estate Principles (Modification)	pending	
RE 120 - Real Estate Finance (Modification)	pending	
RE 125 - Legal Aspects of Real Estate (Modification)	pending	
RE 130 - Real Estate Practice (Modification)	pending	
RE 151 - Fundamentals of Escrow (Modification)	pending	
WS 105 - Gender Studies and the Chicana/Latina Experience (New)	pending	
WS 109 - Philosophy of the Body, Feminism, and Gender (Modification)	pending	
PHIL 105 - Philosophy of Art and Beauty (Modification)	pending	
PHIL 107 - Philosophy of Science and Technology (Modification)	pending	

PHIL 108 - Philosopy of the Americas (Modification)	pending	
PHIL 109 - Philosophy of the Body, Feminism, and Gender (Modification)	pending	
PHIL 130 - History of Ancient Philosophy (Modification)	pending	
PHIL 140 - History of Modern Philosophy (Modification)	pending	
PHIL 160 - Symbolic Logic (Modification)	pending	
PHIL 201 - Contemporary Philosophy (Modification)	pending	
PHIL 203 - Philosophy of Religion (Modification)	pending	
PHIL 204 - Philosophy of the Bible I (Hebrew Scriptures) (Modification)	pending	
PHIL 205 - Introduction to Bioethics (Modification)	pending	
PHIL 206 - Philosophy of the Bible II (Christian Scriptures) (Modification)	pending	
INSR 101 - Introduction to Insurance (Inactivation)		Catalog 17/18
INSR 102 - Insurance Code and Ethics (Inactivation)		Catalog 17/18
INSR 121 - Insurance Principles: Property and Liability (Inactivation)		Catalog 17/18
INSR 122 - Personal Insurance (Inactivation)		Catalog 17/18
INSR 123 - Commercial Insurance (Inactivation)		Catalog 17/18
INSR 171 - Insurance Occupational Work Experience (Inactivation)		Catalog 17/18
CIS 160 - Web Page Development (Modification)	pending	
CHEM 95A - Tutoring for CHEM 100 Introductory Chemistry (Modification)	pending	
CHEM 95B - Tutoring for CHEM 110 Elementary Chemistry (Modification)	pending	
CHEM 95C - Tutoring for CHEM 111 General Chemistry (Modification)	pending	
CHEM 95D - Tutoring for CHEM 112 General Chemistry (Modification)	pending	
CHEM 95E - Tutoring for CHEM 211 Organic Chemistry (Modification)	pending	
CHEM 95F - Tutoring for CHEM 212 Organic Chemistry (Modification)	pending	
PMT 1 – Plastics Fundamentals (Inactivation)	pending	
PMT 2 – Injection Molding Fundamentals (Inactivation)	pending	
PMT 3 – Plastics Repair (Inactivation)	pending	
PMT 4 – Plastics Fabrication (Inactivation)	pending	
PMT 5 – Survey of Composites (Inactivation)	pending	
PMT 50 - Survey of Hydraulics and Pneumatics (Inactivation)	pending	
PMT 52 – Mold Repair and Maintenance (Inactivation)	pending	
PMT 55 – Prototyping (Inactivation)	pending	
PMT 57 – Survey of Plastics(Inactivation)	pending	
PMT 58 – Industrial Design for Plastics (Inactivation)	pending	
PMT 62 – Plastics Packaging (Inactivation)	pending	
PMT 64 – Plastics Production (Inactivation)	pending	
PMT 65 – Moldmaking (Inactivation)	pending	
PMT 66 – Hydraulics and Pneumatics (Inactivation)	pending	
PMT 70 – Composites Technology (Inactivation)	pending	

PMT 71 – Plastics Manufacturing (Inactivation)	pending	
PMT 72 – Tooling for Plastics (Inactivation)	pending	
PMT 221 – Modelmaking (Inactivation)	pending	
ENGL 225 – Mexican Literature in Translation (Modification)	pending	
AED 42.20 – Supplemental GED Reading (New)	pending	
AED 42.21 – Supplemental GED Reading Spanish (New)	pending	
AED 42.22 – Supplemental GED Math (New)	pending	
AED 42.23 – Supplemental GED Math Spanish (New)	pending	
ELAP 80.01 – Introduction to Construction (Electrical) (New)	pending	
ELAP 80.02 – The Basics of Electricity (New)	pending	
ELAP 80.03 – The Electrical Industry I (New)	pending	
ELAP 80.04 – The Electrical Industry II (New)	pending	
ELAP 80.05 – Electrical Calculations and Installations (New)	pending	
ELAP 80.06 – Electrical Distribution and Control (New)	pending	
ELAP 80.07 – Advanced Theory and Applications I (New)	pending	
ELAP 80.08 – Advanced Theory and Applications II (New)	pending	

PHAR 55 – Pharmacy Introduction (Modification) Tabled

PHAR 56 – Pharmacy Skills Lab Introduction (Modification) Tabled

Degrees - Committee Approved	Degrees - CO Approved	Published in Catalog
Physical Education - AA (Modification)	pending	
Digital Arts - Computer Animation - AA (Modification)	pending	
Graphic Design - AA (Modification)	pending	
Chinese - AA (New)	Pending	
Architectural Technology - AA (Modification)	pending	
Architectural Studies - AA (Modification)	pending	
Engineering Design Technology - AA (Modification)	pending	
Automated Manufacturing - AA (Modification)	pending	
Machinist Option - AA (Modification)	pending	
Numerical Control Machine Operator Option - AA (Modification)	pending	
Tool and Die Maker Option - AA (Modification)	pending	
Engineering: Aerospace and Mechanical Specialist - AS (New)	pending	
Commercial Music - AS	Tabled	
Engineering: Electrical Specialty - AS (New)	pending	
Engineering - AA (Moification)	pending	
Women in Management - AA (New)		Catalog 17/18
Natural Sciences - General - AS (Modification)	pending	
Commercial Music - AS (Modification)	pending	
New Product Development and Fabrication Option - AS (Modificatior	pending	
iSeries 400 Specialist - AA (Inactivation)		Catalog 17/18
Network/Systems Administration - AA (Modification)	pending	
Cabinetmaking - AA (Modification)	pending	
Furniture Making - AA (Modification)	pending	
Numerical Control Tool Programmer Option - AA (Modification)	pending	
Plastics/Composite Tool Design Option - AA (Modification)	pending	
Composite Manufacturing Option - AA (Modification)	pending	
Composite Inspection Option - AA (Modification)	pending	
Plastic Manufacturing Option - AA (Modification)	pending	
Business Administration - AA (Modification)	pending	
Business Management - AA (Modification)	pending	
Business Marketing - AA (Modification)	pending	
Human Resource Management - AA (Modification)	pending	
International Business - AA (Modification)	pending	
Small Business Management/Entrepreneurship - AA (Modification)	pending	
Retail Management - AA (Modification)	pending	
Paralegal - AA (Modification)	pending	

Certificates - Committee Approved	Certificates - CO Approved	Published in Catalog
Engineering Technology - Electrical and Electronic Engineering Technician - CT (New)		Catalog 17/18
Engineering Technology - Mechanical Engineering Design Technician - CT (New)		
Museum Studies - CT (New)	Pending	
Architectural Technology - CT (Modification)	Pending	
Engineering Design and Production Technology - CT (Modification)	Pending	
Engineering Design Technology - CT (Modification)	Pending	
Automated Manufacturing - CT (Modification)	Pending	
Machinist Option - CT (Modification)	Pending	
Numerical Control Machine Operator Option - CT (Modification)	Pending	
Tool and Die Maker Option - CT (Modification)	Pending	
Automotive Aftermarket Product Development Option - CT (Modification)	Pending	
Speech Language Pathology Aide - CT (Modification)	Pending	
Speech Language Pathology Assistance - AA (Modification)	Pending	
Women in Management - CT (New)		Catalog 17/18
iSeries 400 Specialist - CT (Inactivation)		Catalog 17/18
Network/Systems Administration - CT (Modification)	Pending	
Cabinetmaking - CT (Modification)	Pending	
Furniture Making - CT (Modification)	Pending	
Numerical Control Tool Programmer Option - CT (Modification)	Pending	
Apprenticeship Field Ironworkers Reinforcing - CT (New)	Pending	
Apprenticeship Field Ironworkers Structural - CT (New)	Pending	
Non-Credit Certificate of Completion College Placement Testing Strategies (New)	Pending	
Plastics/Composite Tool Design Option - CT (Modification)	Pending	
Composite Manufacturing Option - CT (Modification)	Pending	
Composite Inspection Option - CT (Modification)	Pending	
Plastic Manufacturing Option - CT (Modification)	Pending	
Business Administration - CT (Modification)	Pending	
Business Management - CT (Modification)	Pending	
Business Marketing - CT (Modification)	Pending	
Human Resource Management - CT (Modification)	Pending	
International Business - CT (Modification)	Pending	
Retail Management - CT (Modification)	Pending	
Small Business Management /Entrepreneurship - CT (Modification)	Pending	
Paralegal - CT (Modification)	Pending	
Insurance - Property and Casualty - CT (Inactivation)		Catalog 17/18

Pre GED Certificate of Completion (New)	Pending	
Pre GED Spanish Certificate of Completion (New)	Pending	
Apprenticeship: Electrical Certificate of Achievement (New)	Pending	

Sabbatical Leave Committee Update
For Coordinating Committee Meeting Apr 10, 2017

Who is eligible?

- After 6 years of full-time employment (7th year) at 100% compensation for one semester or 70% compensation for one year
- After 10 year of full-time employment (11th year) at 100% compensation
- After a sabbatical, the calendar starts over (you can apply again after 7/10 years)
- Semester or full-year sabbaticals
- No more than 5% of full-time faculty may be granted sabbatical at one time
- Once you return from sabbatical, you must work for at least 2 years full-time

What is the process?

- April: Call for Intent to Apply* and Orientation for potential applicants
- August: Formal Application due
- Fall: Committee reads and recommends applications, revision cycle
- Early Spring: Recommended applications forwarded to Faculty Senate
- Spring (~March): Senate forwards applications to Vice President, President, Board

***Intent to Apply MUST be submitted in order to submit an application.

What does the committee do?

- Two "mentors" from the committee are assigned to each applicant
- Mentors guide applicant through the process and provide feedback
- NEW: Applicants come to a Sabbatical committee meeting for a Q&A session
- NEW: Committee no longer ranks applications; all applications deemed satisfactory are now forwarded to Senate
- Spring: Committee reads reports from prior year's sabbaticals

Things to consider:

- "Sabbatical is a privilege, not a right"
- It is an application process, not a guarantee
- Check with dean/department chair about logistics of your leave
- Project should be connected to your area and implementation upon your return should be realistic
- What is the "work product"?
- Application asks for the benefit to department/division, students, college, community
- Examples of prior approved applications can be found on the Sabbatical Leave Committee website

This year:

- 8 applications submitted
- 2 applications withdrawn by applicant
- 4 applications sent forward to Faculty Senate

Abstracts of Sabbatical Reports For Leaves Taken in 2015-2016

Marvelina Barcelo-Graf, Counseling, 100% compensation one year

The purpose of Professor Barcelo-Graf's sabbatical leave was to address the transfer opportunity gaps that currently exist, to develop advising tools and partnerships to help promote awareness of alternative transfer pathways, and to increase overall transfer rates for Cerritos students. Her sabbatical leave activities resulted in production of comprehensive guides emphasizing in-state private and out of state colleges and universities, addressing an identified need of the transfer center. These guides are available in the transfer center and include information such as admission requirements, transfer requirements, strong programs of each institution, scholarship and average debt, support services, and Veterans coordinators' contact information.

Stephen Clifford, English, 100% one year

The purpose of Professor Clifford's sabbatical leave was to research and develop a proposal for a study abroad program for Cerritos College students. His sabbatical leave activities resulted in a comprehensive assessment of viability of such a program including information such as assessment of current successful models at similar institutions, vendors, costs, and development of academic course outlines for three English 110 courses in Paris, Florence, and Ireland.

Geri Codd, Reading, 100% one semester

The purpose of Professor Codd's leave was twofold: to improve the content and processes of the Teacher TRAC program by establishing a Service Learning/Fieldwork website, and to gain professional development in this area by travel and formal education. The results of her sabbatical activities were establishment of the website as described above: . The website houses all materials needed by Cerritos students and faculty, and Service Learning/Fieldwork school community partners, replacing the paper documents used in the past and thus allowing easy access by all participants. She visited other institutions having similar programs, to research "best practices" in Fieldwork/Service Learning. She took a formal University course in Educational Psychology in order to better understand the theoretical underpinnings and relationship service learning/fieldwork experiences have with student learning and course content. The website can be viewed at: http://cms.cerritos.edu/teachertrac/serve_homepage.htm.

Amy Holzgang, Psychology, 100% one semester

The purpose of Professor Holzgang's leave was to create a digital transfer resource for sociology majors specifically, and Cerritos College students generally, to be housed on the Sociology Department web page (www.cerritos.edu/sociology). Her sabbatical activities informed the department faculty what skills, knowledge and habits juniors and seniors at 4-year universities need in order to be successful upon transfer. This research was timely and important because in the past five years, the number of Sociology majors graduating with AA-T degrees has increased over 300%. Professor Holzgang has added academic activities to her sociology courses and is disseminating relevant transfer information to her colleagues in her department and division. She has a transfer counselor visit each of her classes each semester, and she serves on the Transfer Advisory Committee.

George Jarrett, History, 100% one year

During his sabbatical leave, Professor Jarrett conducted research, including travel to key archives, prepared an Open Educational Resources (OER) module, coursework, and workshops to share historical sources and methods with Cerritos College students and faculty; and wrote historical analyses based on this research. His research investigated the influence of protest movements on American foreign policy on nuclear weapons policy in the Reagan era. In addition, he evaluated OER textbooks for our main general education American history courses, shared his learning with the History department faculty, and adopted an OER textbook for his history classes. Thus, the sabbatical enhanced his experience and qualifications as a historian, made up-to-date historical sources available to our students, and will continue to improve our students' abilities to comprehend historical sources and understand complex events.

Crystal LoVetere, Geography, 100% one year

Professor LoVetere's sabbatical leave activities included formal coursework, travel and research in order to gain necessary knowledge to propose and create models for domestic and study-abroad programs for Cerritos students, focusing on both cultural and physical geography. She has added updated and improved content in both areas to her existing geography courses, and has created an itinerary for Geography 160: Field Studies in Geography.

Ed Rother, Architecture, 100% one year

The purpose of Professor Rother's sabbatical leave was to use self-directed study, research and conference participation in order to broaden and update his knowledge of the current basics of architectural education and practice. He wrote articles addressing the following eleven areas in detail:

1) The Architectural Profession, 2) The Architectural Project – Design Phases, 3) The Architectural Project – Construction Phases, 4) Professional Architectural Education, 5) Licensing Requirements, 6) The Architectural Firm, 7) The Legal Environment, 8) The Architect's Ethical Responsibilities, 9) Career Opportunities in Related Disciplines, 10) Pre-Modern Architectural History, and 11) Modern Architectural History. All articles are available to the community, students, and prospective students at: http://cms.cerritos.edu/architecture/architecture-overview.htm.

Ted Stolze, Philosophy, 100% one year

The purpose of Professor Stolze's sabbatical leave was to explore the multiple dimensions of climate change. He read widely in the scientific, technological, ethical, economic, anthropological, psychological, pedagogical, public policy, religious, and ecologically restorative aspects of climate change. He also prepared a bibliography and guide for other Philosophy Department faculty to teach about climate change in their courses, and prepared to develop a new philosophy course on Philosophy and Ecology. Finally, he produced a comprehensive webpage (A New Climate for Philosophy), linked to his campus webpage, and devoted to the topic on which he gathered resources useful to addressing the philosophical implications of climate change, such as books and articles; case studies; thought experiments; and links to authoritative websites, maps, diagrams, timelines, videos, and images that might be included in course materials or displayed via a PowerPoint presentation or similar technology.

Susan Watanabe, Theater, 100% one year

Professor Watanabe's primary goal for her sabbatical leave was to enrich the technical theatre program at Cerritos College. As a result of her sabbatical efforts, the students at Cerritos College will find an improved array of class offerings in technical theatre, the prospect for motivation from achieving a certificate demonstrating a marketable skill, and more opportunities for exposure to employment experience through internships. Coursework in Theatre will now include separate classes for Audio and Staging to allow more time to deal with the technical complexities of the subject matter. In addition, she developed a makeup course for film, television and print, to distinguish those skills from the two stage makeup classes already offered. Finally, an intermediate level costuming class was added to expand the learning arc of our existing beginning and advanced courses. She developed further course offerings and aligned them toward the concept of meaningful certificates for Entertainment Technology, Makeup, Costuming, Wigs & Hair, as well as Comprehensive Character Presentation for Theatre. Establishing a certificate program, and utilizing expanded theatre course offerings to achieve them, could present a broader and more employment-centered program for Theater students at Cerritos College. The potential for internship opportunities in theatre arts have likewise grown as a result of the various activities undertaken during the sabbatical period. By leveraging the relationships formed with various learning centers and employment venues, Theater students may find a greater chance to reach out beyond our school and into further education or work opportunities.

Chris Wilson, Art, 100% one year

The purpose of Professor Wilson's leave was to research and travel to video game companies in order to write a new course at Cerritos College focusing on Video Game Design, in order to prepare students for expanded career opportunities as well as provide a resource to the community in this creative field. As a result of his sabbatical research, he is a much better informed educator. The research he conducted regarding the tools and needs of the gaming industry allow him to better educate animation students about gaming software and preparation needed for careers in gaming. This experience will enhance existing animation courses and give students a better understanding of pathways toward gaming careers. Professor Wilson created a website with interactive modules, updated knowledge gained on his leave, and examples of student work: www.cerritosanimation.com . He also wrote a new course in Video Game Design to enhance course offerings in the Art Department.

AP 6700 CIVIC CENTER AND OTHER FACILITIES USE

References:

Education Code, Sections 82537 et seq. and 82542;
Public Resources Code Section 42648.3;
Clark v. Community for Creative Non-Violence (1984) 468 U.S. 288, 104 S.Ct. 3065, 82 L.Ed.2d 221

Civic Centers

Eligible persons or groups may use District buildings or grounds designated as the Civic Center for public, literary, scientific, recreational, or educational meetings, or for discussion of matters of general or public interest, subject to this procedure.

General Provisions

District facilities identified as Civic Center or as designated public forums are available for community use when such use does not conflict with District programs and operations. For use of the district's designated public forum spaces, please refer to Board Policy 5550 and Administrative Procedure 5550. Facility use under the provisions of this Civic Center Facilities Use procedure shall be limited to places and times identified by the Vice President of Business Services, but shall be sufficiently frequent and available on specific dates and times, so as to allow meaningful use by outside groups. Except as provided in these procedures and Board Policy 5550 and Administrative Procedure 5550, or as authorized by law, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The Director of Physical Plant and Construction Services is responsible for the coordination and implementation of these procedures.

Outside the designated public forum areas, the following shall apply: All user groups shall be required to provide the District with a completed application packet that includes the license agreement and appropriate insurance certificate naming Cerritos Community College District as an additional insured party. This packet will include a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages, or injuries incurred by any person as a result of their use of the facilities. All user groups shall also be required to provide a certificate of insurance with limits acceptable to the District and/or other proof of financial responsibility acceptable to the District.

A college employee, as designated event manager, shall be on site for the duration of the event whenever a facility is being used. Designated event managers must have

demonstrated experience with the applicable venue. Cerritos College reserves all concessions and rights.

Fees

Fees for facilities shall be established and approved by the Board of Trustees. The base rental period shall be four hours. Rates will be calculated for entire time of occupancy by lessee. Additional hourly use charges shall be computed on a prorated basis.

The Director of Physical Plant & Construction Services is charged with direction of community use of college facilities and at his/her discretion may establish charges for use not listed or for unusual circumstances.

The District may require police/security personnel as a condition of use whenever it is deemed to be in the District's best interests. The Chief of Police or designee will determine whether security personnel may be required and the quantity of personnel as a condition of use whenever it is deemed to be in the District's best interests.

The District may require custodian services during events or for post event cleanup. The Operations Manager or designee will determine the quantity of personnel required for events.

The District reserves all parking fee rights. Parking fees will be administered per AP 6750 Parking And Traffic-Related Items. Additional and/or separate charges or waivers for event parking shall be subject to the prior approval of the Vice President of Business Services or designee.

Cerritos College may host regional or other meetings, trainings, or conferences involving off campus invitees. The college organizer(s) of such functions may request one-day permits from the Chief of Police or his/her designee. Depending on the number of off campus invitees, two types of waivers may be requested: 1) a one-day permit or 2) parking lot exemption. Waivers may be requested by completing the Parking Waiver Request Form.

Stage productions in the Burnight Theatre (17 and 31) and future Performing Arts venues, using actors and requiring settings other than picture screens or speaker platforms, require the use of a District stage manager who shall have complete responsibility and authority over the use of the theatre facilities. If required, arrangements will be made by the Civic Center Office for trained personnel to operate Cerritos College equipment; i.e., P.A. system, projectors, theatre equipment, etc. Regardless of the classification of the proposed event, the lessee is bound by determination of the District and is responsible for these salaries in addition to the basic rental fee.

The classification of proposed events will determine the appropriate fee schedule and direct costs to groups requesting the use of Cerritos College facilities. Payment of 50% deposit will be required ten (10) business days prior to the use of facilities. Applicants will

be responsible for all costs unless cancellation is received within a reasonable time of scheduled event.

Classification of District Events:

1. **Elected Official Sponsored Event:** Per Education Code Section 82542(a), elected officials, when conducting events that are open to the public without charge, promote community awareness or provide informational services to the public, may use District facilities at no charge upon payment of the following:
   - the cost of opening and closing the facilities, if no District employees would otherwise be available to perform that function as a part of their normal duties;
   - the cost of a District employee's presence during the organization's use of the facilities, and if that employee would not otherwise be present as part of his/her normal duties;
   - the cost of custodial services, if the services are necessary and would not have otherwise been performed as part of the custodian's normal duties;
   - the cost of audio/video/technology services, as requested or required;
   - the cost of police/security services, if the services are necessary and would not have otherwise been performed as part of the personnel's normal duties.

2. **Non-Profit Community Group Event:** The groups identified in Education Code Section 82542(a) will be permitted, "when an alternative location is not available," as described in the statute, to use District facilities at no charge upon payment only of costs identified in section 1 above.

3. **Non-Profit Agency Large Event:** Non Profit organizations such as school districts or religious entities requesting the use of college facilities for large scale events such as graduations, services or other uses will be subject to fair market rental fees for non-profits as established and approved by the Board of Trustees, including the direct costs detailed in Section 1, and special requirements such as stage assembly, equipment needs, or other services deemed necessary by the determination of the District.

4. **Athletic Facilities Event**: Civic Center events for athletic facilities will be administered through the Civic Center for scheduling, proper fee structure, and personnel requirements, with prior approval by the Dean of the Health, Physical Education, Dance and Athletics Division. These events will be subject to direct costs as outlined above in Section 1. Stadium use that requires post event cleanup will be the responsibility of the designated event manager, or a facilities cleanup crew will be organized by Facilities.

5. **Commercial Use Event:** Shall apply to organizations that do not have a non-profit status filed with the IRS or who generate revenue where the net proceeds are destined for other than welfare or charitable purposes affecting the students of the college District. A District charge shall be made in accordance with the fair market rental fees for commercial uses as established and approved by the Board of Trustees, including

the direct costs detailed in Section 1, and special requirements such as stage assembly, equipment needs, or other services deemed necessary by the determination of the District.

The American Red Cross or other public agencies may use District facilities, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and the District will cooperate with these agencies in furnishing and maintaining services deemed by the Board of Trustees to be necessary to meet the needs of the community.

Rules for Facilities Use

Requests for use of the District's Civic Center must be made at least fifteen (15) business days in advance of the first date of use being requested. Any request that is not completed, signed and provided to the Facilities Division within fifteen (15) business days of the scheduled event may be subject to denial. Requests shall be made to the Director of Physical Plant & Construction Services or designee on forms provided by the District. Authorization to use the Civic Center shall be based on a reservation system and the priorities for student and other use detailed at the end of this Section.

Permission to use District facilities shall not be granted for a period to exceed one fiscal year. No person or organization may be granted a monopoly on any facility.

Overnight camping on District facilities, including in the designated public forum areas, is prohibited. No person or organization may use any District facility for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or making any fire, or using any tents or other structure for sleeping, or doing any digging or earth breaking, or carrying on cooking activities.

Any persons applying for use of District property on behalf of any groups shall be a member of the groups and, unless he/she is an officer of the group, must present written authorization to represent the group. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property.

No person applying for use of District property shall be issued a key to District facilities.

Future facility requests may be denied on grounds including, but not limited to, abuse or misuse of District property and failure to pay promptly for any damage to District property.

No alcoholic beverages, intoxicants or controlled substances in any form shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.

No structures, electrical modifications, or mechanical apparatus may be erected or installed on District property without specific written approval by the Director of the Physical Plant & Construction Services.

All decorative materials, including but not limited to draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

Priorities for Use of Facilities

The following priority is established for reserving use of Cerritos College Facilities:

a. Cerritos College instructional classes and classroom activities.
b. Cerritos College instructional/student services programs and activities.
c. Cerritos College department programs and services.
d. Cerritos College student organization programs and activities.
e. Educational organizations in which Cerritos College faculty or administration hold membership and are hosts.
f. Organizations not affiliated with Cerritos Community College District.

Also see BP 6700 titled Civic Center and Other Facilities Use, AP 6750 Parking and Traffic-Related Items and AP 5550 titled Speech: Time, Place, Manner, and Commercial Vendors.

Office of Primary Responsibility: Vice President, Business Services

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Date Approved: March 26, 2007
Dates Revised: June 9, 2010; April 10, 2017
(Replaces former Cerritos CCD Policies 5101, 5102, 5103, 5104, 5105, 5106)

District facilities identified as Civic Center or as designated public forums are available for community use when such use does not conflict with District programs and operations. Facility use shall be limited to places and time identified by the Director of Physical Plant and Construction Services, but shall be sufficiently frequent and available on specific dates and times, so as to allow meaningful use by outside groups. Except as provided in these procedures, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The President/Superintendent delegates the authority to administer the use of District facilities to the Vice President of Business Services.

General Use Provisions

No use shall interfere with the use of the buildings or grounds for college purposes, or with the regular conduct of college work. Cerritos College uses the following fee structures as specified in Education Code, Sections 82537 and 82542.

"Free" Use shall apply to those organizations that qualify under the provisions of Education Code, Sections 82537 and 82542. All meetings qualifying under these provisions shall be nonexclusive, open to the public, and free of charge. Special facilities or services required will be charged at the actual cost.

"Welfare" Use shall apply to organizations that charge admission fees or solicit contributions to be used for the welfare of the students in the college District or for charitable purposes sponsored by established organizations supported by the community. A District charge shall be made in accordance with the approved college fee schedule.

"Commercial" Use shall apply to organizations that do not have a non-profit status filed with the IRS or who solicit contributions where the net proceeds are destined for other than welfare or charitable purposes affecting the students of the college District. A District charge shall be made in accordance with the approved college fee schedule.

"Lease" Use shall apply to organizations desiring the college facilities for special events not covered in this procedure statement. The Governing Board may offer to lease such facilities in conformance with Education Code, and shall set a rental fee.

Application Requirements

As described in AP 5550 titled Speech: Time, Place, Manner, and Commercial Vendors, the request to use facilities does not apply to groups intending to use available designated public forums for expressive activities.

Any group organization wishing to use facilities of the Cerritos Community College District may secure application blanks for such use from the Civic Center Office.

All applications under the Civic Center Act shall originate with established and responsible organizations and shall comply with the Cerritos College Board Policy.

Negligence on the part of the groups or organizations will result in the groups or organizations being held accountable for damages and withdrawal of consideration of subsequent requests.

The Civic Center Clerk will check the application form submitted and assist in the detailed arrangements. The Director of Physical Plant and Construction Services shall give final approval for use of college facilities.

Applicants will be responsible for all costs unless cancellation is received within a reasonable time of scheduled event.

Application for use of college facilities where said use will be for other than its specifically designed purpose shall be reviewed on an individual basis by the Director of Physical Plant and Construction Services.

Whenever a Cerritos College employee co-sponsors an event with an off-campus group that is not instructional related, such events shall be treated as off campus sponsored and shall be charged accordingly. Exceptions may be made by the responsible Vice President.

Fees

Use of Facilities Fees shall be established and approved by the Board of Trustees. The Director of Physical Plant and Construction Services is charged with direction of community use of college facilities and at his/her discretion may establish charges for use not listed or for unusual circumstances.

Use of Facilities and Equipment

Payment of deposit will be required prior to the use of facilities.

Application must be accompanied with:

a. Certificate of insurance naming Cerritos Community College District as "additional insured" in the amount of $1,000,000 or more OR applicant may purchase tenant user liability insurance coverage through the District.
b. Use of facility and equipment contract (Form CS-14).

The base rental period shall be four hours. Building will be open normally one-half hour before commencement of usage and closed one-half hour after adjournment. Additional use charges shall be computed on a prorated basis.

All equipment and facilities to be used must be listed on the application. Arrangements will be made by the Civic Center Office for trained personnel to operate Cerritos College equipment; i.e., P.A. system, projectors, theatre equipment, etc. The lessee is bound by determination of the District and is responsible for these salaries in addition to the basic rental fee.

~~A college employee shall be on duty whenever a facility is being used. He/she shall be in charge of facility use and will report to the District or Facilities regarding the use, including the deportment and discipline of user.~~

~~The Director of Physical Plant and Construction Services shall develop and have available a description and availability of all facilities. Rooms and facilities with special equipment or requiring extensive special set-up will be evaluated on an individual basis by the Director of Physical Plant and Construction Services, and may result in additional fees.~~

~~The group or organization using the facilities under these rules will be liable for any damage to or destruction of college property beyond that caused by ordinary wear and tear. The facility will be inspected prior to and after an event by the facility manager and the applicant or their representative. If any damage to college property is found, the user will be charged for all damages and repairs needed to restore said facility. Cerritos College reserves the right to request a damage deposit.~~

~~Decorations must be flameproof and erected in such a manner as to not damage college property and must be removed immediately following the event or organization will be charged extra labor fees. Decorations are not permitted on any painted surface and cannot be hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.~~

~~No alcoholic beverages in any form are permitted on Cerritos College property at any time.~~

~~Applicant is responsible for the preservation of order and enforcement of all regulations pertaining to the use of Cerritos College facilities.~~

~~Posted parking regulations shall be adhered to by all participants in use of college facilities.~~

~~Cerritos College or its designated agent retains the right to provide and operate all concessions in the gymnasium or stadium. The college reserves all concessions and parking rights.~~

~~Facilities are available during vacation periods only if the use does not conflict with cleaning and renovating activities, and if necessary, personnel are available for supervision.~~

~~Stage productions in the Burnight Theatre (17 and 31) using actors and requiring settings other than picture screens or speaker platforms, require the use of a District stage manager who shall have complete responsibility and authority over the use of the theatre facilities.~~

Priorities for Use of Facilities

The following priority is established for reserving use of Cerritos College Facilities:

g. Cerritos College instructional programs and activities.
h. Cerritos College student services programs and activities.
i. Cerritos College Community, Industry, and Technology Education programs and activities.
j. Cerritos College student organization programs and activities.
k. Educational organizations in which Cerritos College faculty or administration hold membership and are hosts.
l. Organizations within the Cerritos Community College District (cities included in the Cerritos College District are Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Norwalk, and portions of Bell Gardens, Lakewood, Long Beach, Santa Fe Springs and South Gate.
m. Organizations outside Cerritos Community College District.

Use of the College Stadium (seating, field, track, and related facilities)

Priority for Scheduling Athletic Events/Practices

a. Scheduled Cerritos College athletic events/practices.
b. In-District schools when both competing schools are within the District.
c. Cerritos College in-District school is the host and has scheduled an opponent not in the Cerritos District.
d. Out-of-Cerritos College District school is host and the opponent is an in-District school.
e. Neither school is in the Cerritos District.

Guidelines for Scheduling Athletic Events/Practices

1) Outside organizations must check with the Civic Center Clerk for available stadium dates after the Cerritos College schedule is approved.
2) The stadium will be available for scheduling throughout the year. These dates are selected in consideration of:
   a. Pep Unit Practice
   b. Maintenance Schedule - It is necessary to keep a maintenance schedule which is planned around dates that the field will be used.
   c. Parking – Parking needs for scheduled classes shall have priority over special events parking.
   d. Cerritos College Football Program - The Cerritos College team uses the Field House as a dressing room and lecture facility and uses the playing fields for practice which could conflict with other scheduled uses of the stadium. The home side of the Field House will not be available for rental. All exceptions will be considered by the Vice President of Business Services.

SENATE COMMITTEE ON PROFESSIONAL DEVELOPMENT
(approved 4/10/17)

A. Purposes

- Develops professional learning opportunities for faculty, including acting as the Flex Coordinating Committee
- Recommends information for faculty resources to the CTX
- Provides input, advice, and recommendations on topics and schedule of training for New Faculty Orientation Program, Mentor Program, TA Program, and other initiatives, as appropriate.
- Monitors faculty professional development trends and practices

B. Subcommittees

The committee will form subcommittees as necessary.

C. Chairperson(s) (how selected/elected)

1. A faculty member elected by the voting members for a two-year term. The term shall commence on July 1 and end on June 30.

2. It is the responsibility of the Chairperson to prepare and distribute the agenda, conduct meetings, coordinate with the CTX Coordinator**,** forward recommendations to the Faculty Senate and then to the College Coordinating Committee, for information only, then to the Board of Trustees or its designee, and maintain the Committee website.

D. Other Officers (if any)

None

E. Membership (15 members)

One faculty member may be appointed by each of the following instructional areas and confirmed by Faculty Senate:

Business Education
Counseling
Disabled Student Programs and Services/Adult Education
Fine Arts & Communications
Health Occupations
Humanities/Social Sciences
Liberal Arts
Library & Learning Resource Center
Health, Physical Education, Dance & Athletics
Science, Engineering & Mathematics
Technology

Dean of Academic Success
Center for Teaching Excellence Faculty Coordinator

2 classified representatives appointed by CSEA
1 Part-time Faculty

F. Terms of Office

1. All faculty, classified and management committee members shall serve two-year terms.

G. Quorum

The committee will review its quorum requirement at the beginning of each academic year. All recommended revisions must be forwarded to the Coordinating Committee for review. The quorum requirement will be posted on the committee website.

H. Decision-making Process

Consensus shall be the preferred decision-making process. If consensus cannot be achieved, the committee shall use majority vote of members present and voting as its voting method.

I. Reporting Guidelines

1. All actions of the Senate Committee on Professional Development will be communicated to the Faculty Senate in the form of minutes.

2. The Chairperson of the Senate Committee on Professional Development will report to the Faculty Senate at least one time each semester.

3. The Chairperson of the Senate Committee on Professional Development will report to the College Coordinating Committee and College Committee on Planning and Budget at least one time each year.

4. The Chairperson will be responsible for maintaining relevant committee information on the website. (See Appendix D, Guidelines for Committee Websites)

J. Meetings (day and time)

Third Tuesdays at 11:00 a.m.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 46

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: Consideration of Approval of Sabbatical Leave Reports for 2014-2015 Academic Year

ACTION
It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2014-2015 Academic Year.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Board of Trustees approved sabbatical leaves of absence for the following:

Angela Hoppe-Nagao	2014-2015 Academic Year (Fall)	100%
Christina Fernandez	2014-2015 Academic Year	100%
Lorraine Gersitz	2014-2015 Academic Year	100%
Rena Lou	2014-2015 Academic Year	70%
Hagop Najarian	2014-2015 Academic Year	100%
Rachel S. Natividad	2014-2015 Academic Year	100%

Per Article 27.18 in the 2015-2018 CCFF collective bargaining agreement, each employee returning from sabbatical is required to file a typed report verifying how the Sabbatical Leave Agreement was met. The reports are submitted to the Sabbatical Leave Committee for review and acceptance. The accepted reports are forwarded to the Faculty Senate, Vice President of Academic Affairs, and the President/Superintendent for review. The reports are then presented to the Board of Trustees for review and final approval.

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

ATTACHMENT(S)
Sabbatical Leave Reports for 2014-2015

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 3, 2017**
Agenda Item No. 47

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: Consideration of Approval of Sabbatical Leave Reports for 2015-2016 Academic Year

ACTION
It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2015-2016 Academic Year.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Board of Trustees approved sabbatical leaves of absence for the following:

Marvelina Barcelo	2015-2016 Academic Year	100%
Dr. Stephen Clifford	2015-2016 Academic Year	100%
Geraldine Codd	2015-2016 Academic Year (Fall)	100%
Dr. Amy Holzgang	2015-2016 Academic Year (Fall)	100%
George Jarrett	2015-2016 Academic Year	100%
Dr. Crystal LoVetere	2015-2016 Academic Year	100%
Edward Rother	2015-2016 Academic Year	100%
Dr. Ted Stolze	2015-2016 Academic Year	100%
Susan Watanabe	2015-2016 Academic Year	100%
Christopher Wilson	2015-2016 Academic Year	100%

Per Article 27.18 in the 2015-2018 CCFF collective bargaining agreement, each employee returning from sabbatical is required to file a typed report verifying how the Sabbatical Leave Agreement was met. The reports are submitted to the Sabbatical Leave Committee for review and acceptance. The accepted reports are forwarded to the Faculty Senate, Vice President of Academic Affairs, and the President/Superintendent for review. The reports are then presented to the Board of Trustees for review and final approval.

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

ATTACHMENT(S)
Sabbatical Leave Reports for 2015-2016

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION NO 17-0503E

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT IN SUPPORT OF ASSEMBLY BILL 705 TO INCREASE STUDENT SUCCESS THROUGH THE UTILIZATION OF MULTIPLE MEASURES

1) WHEREAS, California Community Colleges is the largest postsecondary education system in the nation with over 50 years of extensive depth and breadth in higher educational programs, be it certificate and/or degree program, and contributing to the demand for a skilled workforce that in turn provides the economic vitality of the community;

2) WHEREAS, the Seymour-Campbell Student Success Act of 2012 requires California Community Colleges increase college student access and success through effective matriculation services, orientation, assessment and placement, counseling, and other educational services;

3) WHEREAS, California Assembly bill (AB 705) would direct California Community Colleges to maximize all necessary tools and assessments, be it student transcripts and test scores as a form of multiple measures to achieve the goal of facilitating proper student support and placement in successful programs;

4) WHEREAS, a Multiple Measures Assessment Project report completed by the Research and Planning Group for California Community Colleges in 2015 found that colleges studied cut their student's time in remediation by at least one semester saw students twice as likely to pass college level English and four times as likely to pass math within two years;

5) WHEREAS, the California Community Colleges offers one of the most cost-effective educational programming in the state of California at $46 per unit, an affordable means for students seeking higher opportunities and professional development;

6) WHEREAS, it is the objective of Cerritos Community College District to assist in student success through a wide range of support services;

7) THEREFORE, BE IT RESOLVED, THAT THE Cerritos Community College District supports AB 705 and legislation that would ensure all information is utilized in the placement and, including the use of multiple measures to improve students' academic excellence, and increase student retention and graduation.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 3rd day of May, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

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

Attested to:

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