



**CERRITOS COLLEGE**  
**BOARD BOOK**

**MAY 17, 2017**



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

**CHERYL A. EPPLE BOARD ROOM**

**Wednesday, May 17, 2017 at 7:00 p.m.**

**CALL TO ORDER:**

Zurich Lewis, Board President

**Zurich Lewis, Board President**  
Trustee Area 7

**Martha Camacho-Rodriguez, Member**  
Trustee Area 1

**Carmen Avalos, Board Vice President**  
Trustee Area 2

**Marisa Perez, Member**  
Trustee Area 4

**Dr. Shin Liu, Board Clerk**  
Trustee Area 5

**Karen F. Patron D.**  
Student Trustee

**Dr. Sandra Salazar, Member**  
Trustee Area 6

**Dr. Jose Fierro**  
President/Superintendent

**REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY**

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

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650

(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

**Copies of the agenda materials are available in the President's Office and are available online at**

**[www.cerritos.edu/board](http://www.cerritos.edu/board)**

**1. Pledge of Allegiance: Karen Patron****2. 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****3. Institutional Presentation: Recognition of Classified Employee of the Month**

The Board of Trustees will recognize Leo Lopez as Classified Employee of the Month for March 2017.

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

The Board of Trustees will recognize John Ella as Classified Employee of the Month for April 2017.

**5. Institutional Presentation: Forensics Team Update**

April Griffin, Director of Forensics, will provide a summary of recent activities and accomplishments of the Forensics Team.

**6. Institutional Presentation: Certificate of Appreciation to Karen Patron, Student Trustee**

The Board of Trustees will recognize and present a certificate of appreciation to Karen Patron for her service as Student Trustee.

***ADMINISTRATIVE MATTERS***

Agenda Items 7-14 are presented as Administrative Matter Items. Each item will be considered for individual action by the Board of Trustees.

**7. Consideration of Approval of the District’s Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017 (Office of Human Resources)**

It is recommended that the Board of Trustees approve the District’s Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017. No additional financial effect.

**8. Consideration of Approval of 2017-2023 Educational Master Plan (Office of Academic Affairs)**

It is recommended that the Board of Trustees approve the 2017-2023 Educational Master Plan. No cost to the district.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

***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***

**15. Public Employee Employment (GC #54957)**

- A. Consideration of Employment of Vice President of Academic Affairs/Assistant Superintendent

**16. 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

**17. 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)

**18. Adjournment**

***The Next Business Meeting of the Board of Trustees is set for  
 Wednesday, June 7, 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 May 11, 2017 at 10:00 a.m., as required by law.

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Dr. Jose Fierro, President/Superintendent

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

Meeting Date: **May 17, 2017**  
**Agenda Item No. 3**

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

**REVIEWED BY:** \_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human  
Resources/Assistant Superintendent

<b>SUBJECT:</b> <b>Institutional Presentation: Recognition of Outstanding Classified/Confidential Employee of the Month</b>
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**ACTION**

The Board of Trustees will honor Leo Lopez, Financial Aid Technician, Financial Aid as Outstanding Classified/Confidential Employee of the Month for March 2017.

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

The Outstanding Classified/Confidential Employee Selection Committee named Leo Lopez as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for March 2017.

Leo began his career at Cerritos College as a short temporary hourly from 2007 to 2011. In 2014 he was hired as a full-time classified Financial Aid Technician.

Leo has assisted many students and families in understanding the various financial resources available to cover the cost of attending college. Leo displays patience and kindness when discussing these sensitive matters that will impact a student's decision to attend or continue on here at Cerritos. His work is accurate and performed with careful detail.

Leo also brings his strong work ethic with him every day, two good examples of this is when he took the lead in administering the Chafee program and when working with the LINC program.

Leo, your dedication, commitment, and willingness to go above and beyond to meet the needs of the students and staff are exceptional. The administration, staff, and students appreciate your personal attributes and outstanding efforts. We are proud that you are a Cerritos College employee and we commend you for your outstanding service and dedication. Thank you for a job well done!

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None.

**FROM:**

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

**REVIEWED BY:**

\_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human Resources/  
Assistant Superintendent

<b>SUBJECT: Institutional Presentation: Recognition of Outstanding Classified/Confidential Employee of the Month</b>
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**ACTION**

The Board of Trustees will honor John Ella, Senior Technical Support Specialist, Information Technology as Outstanding Classified/Confidential Employee of the Month for April 2017.

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

The Outstanding Classified/Confidential Employee Selection Committee named John Ella as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for April 2017.

John began his career at Cerritos College in April 2016 as a Senior Technical Support Specialist for the Information Technology Department.

John was nominated by the Health Occupations staff for his exceptional support. They expressed that he not only takes the time needed to carefully and respectfully explain what needs to be done, he does so with a smile on his face and a positive attitude.

John recently helped the Nursing, Dental Assisting, Dental Hygiene, Physical Therapist Assistant, and the Pharmacy Technician programs prepare for their accreditation visits. Thanks to his expertise and attention to detail there was no stress for the department when it came to computer and printer needs for the accreditation team.

John, your dedication, commitment, and willingness to go above and beyond to meet the needs of the students and staff are exceptional. The administration, staff, and students appreciate your personal attributes and outstanding efforts. We are proud that you are a Cerritos College employee and we commend you for your outstanding service and dedication. Thank you for a job well done!

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None.

**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

<b>SUBJECT:</b> <b>Consideration of Approval of the District’s Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017</b>
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**ACTION**

It is recommended that the Board of Trustees approve the District’s Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017.

**FISCAL IMPACT**

No additional financial effect.

**REPORT SUMMARY**

The attached Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017 is required to be submitted to the California Community Colleges Chancellor’s Office by the District in order to receive monies from the Equal Employment Opportunity Fund (EEO Fund).

Monies received from the EEO Fund are for the purpose of promoting equal employment opportunities in hiring and promotion at community college districts. The Chancellor’s Office has implemented a new fund allocation model (Education Code, Section 87107 and Board of Governors Standing Order 374.)

Each year, districts receive money from the EEO Fund which is allocated proportionally to the FTES of each district. The purpose of implementing a new model is to increase compliance with legal EEO requirements and provide students with the educational benefits of a diverse workforce.

The Chancellor’s Office longstanding Equal Employment Opportunity and Diversity Advisory Committee and the Legal Affairs Division identified 9 best-practice areas for “success in promoting” EEO. These 9 areas will serve as the multiple methods for allocating the EEO fund:

1. District’s EEO Advisory Committee and EEO Plan
2. Board policies and adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committee
7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own program.

The District's EEO Advisory Committee, chief human resources officer, chief executive officer, and governing board must certify that the District met the requirements.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, 9 Multiple Methods Cross Reference.

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model  
Certification Form, Fiscal Year 2016-17**

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**District Name:** Cerritos Community College District

**The district met Multiple Method #1 (Mandatory for Funding): District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year.**  
 Yes

**The district met at least 5 of the remaining 8 Multiple Methods? (Please mark your answers.)**  
 Yes

- Method 2 (Board policies and adopted resolutions)
- Method 3 (Incentives for hard-to-hire areas/disciplines)
- Method 4 (Focused outreach and publications)
- Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
- Method 6 (Consistent and ongoing training for hiring committees)
- Method 7 (Professional development focused on diversity)
- Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
- Method 9 (Grow-Your-Own programs)

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***I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda of when District's EEO Advisory Committee certified this report form.***

***Chair, Equal Employment Opportunity Advisory Committee.***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Chief Human Resources Officer***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Chief Executive Officer (Chancellor or President/Superintendent)***

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***President/Chair, District Board of Trustees***

***Date of governing board's approval/certification:*** \_\_\_\_\_

Name: \_\_\_\_\_ Title: ***President/Chair, Board of Trustees***  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Date Due at the Chancellor's Office: June 1, 2017**

Return to: Leslie LeBlanc ([lleblanc@cccco.edu](mailto:lleblanc@cccco.edu)) Chancellor's Office California Community Colleges  
1102 Q Street, Ste. 4400, Sacramento, CA 95811

# Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 *Multiple Methods*.

When providing explanation(s) and evidence of your district's success in implementing the *Multiple Methods*, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

## Nine (9) Multiple Methods

### ***Mandatory for Funding***

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year.

### ***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

### ***Hiring***

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

### ***Post-Hiring***

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

## **Does district meet Multiple Method #1 (District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year)?**

Yes

Under the *Multiple Method* allocation model, districts must minimally have an operational District EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title V, Section 53003).
- EEO Plans are considered active for three years from the date of when the District's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title V, Section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title V, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

## Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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The Cerritos College EEO Plan was adopted by the Board of Trustees on May 21, 2014. After evaluating the plan for three years, the updated plan was adopted by the Board of Trustees on May 3, 2017. Click: [District's EEO Plan](#) to view.

- The College's Diversity Committee dates back to 1998. The committee was renamed the Equal Employment Opportunity Advisory Committee (EEOAC). The name change was approved by the Board of Trustees on July 18, 2007. In 2015 Diversity was added to the name and is now called the Diversity, Equal Employment Opportunity Advisory Committee (DEEOAC). For more information consult page 17 of the [Shared Governance Document](#).

To receive funding for this year's allocation amount, districts are also required to meet 5 of the remaining 8 Multiple Methods.

### Does the District meet Method #2 (Board policies and adopted resolutions)?

Yes

Please provide an explanation and evidence of meeting this Multiple Method, #2.

District EEO Plan Adopted by the Board of Trustees on May 21, 2014.

- Supports Educational Master Plan
  - Reflects District commitment to EEO
  - Recognizes value of diverse and inclusive workforce
  - Fosters working and learning environment that promotes diversity, inclusion, and EEO
  - Reflects commitment to hire and retain employees who are knowledgeable and sensitive to the diverse and changing student body and community.
- Board Resolution No. 17-0503A, affirms commitment by the Board and adopts the District's Equal Opportunity Plan, May 3, 2017.
  - [BP 7100 – Commitment to Diversity](#), adopted by the Board of Trustees, December 10, 2008.
  - [Mission Statement](#), revised and Board approved on October 16, 2013. Click: Mission Statement to view.
  - [BP 1300 – Educational Philosophy](#), adopted by the Board of Trustees, October 17, 2007.
  - [BP 2740 – Board Education](#), adopted by Board of Trustees, December 12, 2007 revised April 1, 2015.
  - Addressing issues of inclusion/exclusion are included in the [District's Diversity Plan](#).

### Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

No

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model  
Certification Form, Fiscal Year 2016-17**

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**Does the District meet Method #4 (Focused outreach and publications)?**

**[X] Yes**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

District recruitments are advertised in the following publications (partial list): (Tear sheets are available upon request as evidence of advertising)

- a. AsiansInHigherEd.com
- b. BlacksInHigherEd.com
- c. CalJobs
- d. CCC Registry
- e. CCJobs.com
- f. Cerritos.edu
- g. ChronicleVitae.com
- h. DiverseEducation.com
- i. HigherEdJobs.com
- j. HispanicsInHigherEd.com
- k. Indeed.com
- l. InsideHigherEd.com
- m. LGBTInHigherEd.com
- n. VeteransInHigherEd.com

**Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?**

**[X] Yes**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

- Managers and Full-Time Faculty receive a mandatory Sexual Harassment training every two years. Records of training are maintained in the Office of Human Resource Services.
- Timely and thorough investigations are completed on complaints that are received by the District. Investigations are handled in the Office of Human Resource Services by the Director, Diversity, Compliance, and Title IX Coordinator or by the Vice President's designee.
- Discrimination and Sexual Harassment Board Policies and Procedures are available in both English and Spanish, on the Human Resources webpage. Click: [Discrimination and Sexual Harassment Board Policies and Procedures](#) to view.
- Discrimination and Harassment Complaint Form is available on the Human Resources webpage. Click: [Discrimination and Harassment Complaint Form](#) to view.

## Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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- The following is a requirement of all applicants and is stated as a required qualification on all job announcements: *Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of community college students and employees.*
- All candidates interviewed for positions at the District are asked to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.
- All candidates interviewed are required to give examples from their past work experience of how they used creative ideas in working with two types of diverse populations.

### Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

Yes

Please provide an explanation and evidence of meeting this Multiple Method, #6.

All individuals who participate on a Selection Committee are required to receive appropriate training on the District's selection procedures and requirements of Title V and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Director, Diversity, Compliance, and Title IX Coordinator will ensure that the training addresses the requirements of Title V and best practices for Selection Committee members.

- Training may also be held at the first selection committee meeting for each recruitment.
- Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the committee.

Responsibility of Selection Process Monitor:

- a. Certify that all Selection Committee members, as required, follow District procedures.
- b. Certify that all Selection Committee members, as required, follow federal and state laws during the selection process.
- c. Act as a resource for selection procedures and as a liaison with the Human Resources Department during the process.
- d. To ensure that all necessary forms and paperwork are completed in the process.

• EEO/Process Monitor Training for Screening Committees:

- a. Implemented two-hour face-to-face training sessions.
  - b. Selection process monitor training sessions are scheduled twice a year or more often if necessary.
- Employment Selection Procedures may be viewed on the DEEOAC webpage. Click: [DEEOAC](#) to view.

### Does the District meet Method #7 (Professional development focused on diversity)?

Yes

## Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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Please provide an explanation and evidence of meeting this Multiple Method, #7.

The Committee continued to implement the Cerritos College Diversity Plan, developed in 2014. The plan is connected to the EEO plan and aims to:

- a. Foster a campus culture that recognizes and values diversity and inclusion.
- b. Ensure hiring processes adhere to the EEO Plan.
- c. Advertise and recruit diverse applicants.
- d. Provide opportunities for individuals to build awareness and knowledge of diverse cultures, lifestyles, and beliefs.
- e. Coordinate with staff, faculty, and administrators to promote diversity events and workshops.
- f. Expand the campus community's understanding of diversity.
- g. Include diversity concerns in institutional strategic planning and budgeting.

Click: [Cerritos College Diversity Plan](#) to view.

- The college continues to offer Safe Zone Ally Training. The training is offered every semester and is now supplemented with a recurring "lunch and learn" series. The program aims for allies to apply knowledge and skills support a safe atmosphere for LGBTQ students, faculty, and staff and provide resources available for LGBTQ students, faculty, and staff. Similarly, the Lunch and Learn Program aims to provide similar information in a shorter time frame. The series occurs during the lunch hour and explores various aspects of LGBTQ+ experiences. The series helps build more inclusive communities for individuals of all sexual orientations and gender identities. Lunch and Learns are open to all members of the Cerritos College community. Click: [Safe Zone](#) webpage to view.

- Diversity Activities and Sponsored Events:

- Continue to utilize Online Registration for Diversity and Professional Development Workshops
- Hispanic Heritage Events
- Black History Month Events 2017
- Women's History Celebration 2017
- Vet Net Ally Awareness Seminar May 2017
- Safe Zone Lunch and Learn Series Spring 2017
- Undocumented Students/AB 540 Ally Training Spring 2017
- Festival of Asian Cultures April 2017
- LGBTQ History Month - October 2016
- Take Back the Night/Denim Day April 2017
- International Education Month
- Universal Design for Learning: Social Justice Through Inclusivity and Accessibly (Workshop)

**Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?**

No

**Does the District meet Method #9 (Grow-Your-Own programs)?**

Yes

Please provide an explanation and evidence of meeting this Multiple Method, #9.

## Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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The District has created and sustained several programs: 1. Diversity Certificate Program 2. Falcon Leadership Academy 3. SanFACC 4. Safe Zone, 4. Vet Net Ally, 5. Undocumented Students/AB 540 Ally

**Diversity Certificate Program** - The Diversity Certificate Program curriculum was updated this year to expand to three levels: awareness, advancement, and application. The Diversity Certificate exists to create educational, professional development, and training opportunities to raise awareness of and build skills in: social identities and prevalent diversity issues, as well as advocacy, problem solving, cross-cultural empathy, leadership, and understanding. It aligns with the Diversity and EEO Plans and provides opportunities to self-reflect, explore personal biases and cultural influences, and to apply these skills to an individual's own role at Cerritos College. Each level includes multiple options for workshops, including the Creating a Culture of Respect Workshop, Safe Zone Ally Training, The Vet Net Ally Awareness Seminar, and the AB 540/Undocumented Students Ally Training. More information is available [here](#).

**Falcon Leadership Academy** - This year, the District graduated its 5<sup>th</sup> cohort of the Falcon Leadership Academy (FLA). FLA is year-long succession training program established in 2012 that contains a series of workshops. The workshops focus on the current issues and research in academia, an understanding of the history of Cerritos College, and the skills and knowledge required to be a dynamic and successful leader. The program is required for new managers, and voluntary for aspiring managers, or any employee seeking a leadership role within the college.

The FLA aims to develop successful leaders through a series of experiences designed around sound practices and guided discovery activities. The FLA program continues to be a success and improvements are made after annual reviews. Next year's curriculum will feature more specific components of leading with a commitment to diversity.

**San Gabriel/Foothill Association of Community Colleges (SanFACC) Mentorship Program** - The District also joined the San Gabriel/Foothill Association of Community Colleges (SanFACC) mentorship program. The program seeks to build both individual and regional leadership capacity among full-time/permanent community college employees. Prospective mentees apply to the program through expressing their interest in entering into or advancing within community college management. Three mentees are selected per year and each are paired with mentors from neighboring colleges already serving in the mentee's aspirational administrative role. This experience provides a safe environment to develop a knowledge base that supports effective leadership and management. This program is open to all full-time/permanent employees within a community college who are seriously considering careers in community college administrative positions. Cerritos College's inaugural application window closed on Friday, April 7, 2017. Three applicants were selected and will officially begin the program in September 2017. While the program is not inherently a diversity related program, the mentorship program provides a unique opportunity to groom diverse, qualified individuals for leadership positions.

**Safe Zone Ally Program** – As stated above, the program started as a training for employees and recently expanded to students. Training sessions are held in the Fall and Spring semesters. The Safe Zone program's overall objective is for Safe Zone allies to utilize their gained knowledge and skills to foster a supportive and safe atmosphere for LGBTQ students, faculty, and staff. After completion of the training, Safe Zone participants will become part of an identifiable campus network of Safe Zone Allies.

## Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2016-17

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**Vet Net Ally Program** - In May 2017, Cerritos Hosted its first half-day Vet Net awareness seminar with trainer Dr. Marshall Thomas, Director and Creator of the Vet Net Ally Program, Cal State Long Beach. The seminar focuses on the needs and concerns of military service members and student veterans. At the end of the seminar, participants are given a decal to display they are a Vet Net Ally to campus veterans and active service members. Similar to the Safe Zone Program, the awareness seminar will be offered in the Fall and Spring Semesters.

**Undocumented Students/AB 540 Ally Program** - The purpose of this training is to provide professional development in order to improve success factors for Cerritos College undocumented students. The goals of the AB 540 Ally Training are to:

- Create a welcoming and supportive environment for undocumented immigrant students, thus assisting their integration into campus life.
- Increase faculty and staff knowledge and effectiveness about the needs, concerns, and issues of undocumented immigrant students and their families.
- Educate faculty and staff about relevant immigration laws impacting students and related student issues and challenges.

The pilot seminar was held in April 2017 via special invitation to campus leaders. The pilot program will be reviewed and updated and offered as a recurrent training.

**FROM:**

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

**REVIEWED BY:**

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

<b>SUBJECT:      Consideration of Approval of 2017-2023 Educational Master Plan</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the 2017-2023 Educational Master Plan.

**FISCAL IMPACT**

No cost to the district.

**REPORT SUMMARY**

The overarching purpose of the Educational Master Plan (EMP) is to provide clear strategies to further the College's educational goals in respect to academic programs, support services, and facilities. The EMP will guide the college in strengthening student achievement, planning for current and future needs, transforming infrastructure, and guiding resource allocation and staffing priorities. The EMP will also serve to drive other important planning processes such as the Strategic Plan, Facility Master Plan, Technology Plan, Enrollment Management Plan, and other plans supporting student success.

The development of the EMP is a result of an eight-month process conducted from October 2016 to May 2017. A Project Management Team was established to work with the consultant group and also with a larger Strategic Planning Committee, which represented all constituency groups, to provide input. Various efforts were made to facilitate campus buy-in by conducting focus groups, conducting interviews with constituency groups and local educational partners, and holding a campuswide charrette. At its January 25 study session, the Board was provided with an update on the planning process and an overview of the environmental scan.

The overarching goals, with supporting strategies and performance measures, have been identified:

- Goal A: Strengthening the Culture of Completion
- Goal B: Ensuring Program Alignment by Strengthening Partnerships
- Goal C: Promoting Leadership and Staff Development
- Goal D: Improving Internal and External Communication
- Goal E: Upgrading Educational Infrastructure
- Goal F: Enhancing Organizational Effectiveness

The draft EMP was distributed for review and discussion by the Faculty Senate, Planning and Budget Committee, and Coordinating Committee. The draft was also sent to the campus community to solicit feedback, which has been incorporated in the final plan.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

2017-2023 Educational Master Plan



**2017–2023**  
CERRITOS COLLEGE  
**EDUCATIONAL**  
MASTER PLAN

## Acknowledgments

### BOARD OF TRUSTEES

Zurich Lewis, President, Trustee Area 7  
Carmen Avalos, Vice President, Trustee Area 2  
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Karen F. Patron D, Student Trustee

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Dr. Jose Fierro*	April Griffin	Dr. Stephanie Murguia
Dr. Kristi Blackburn*	Dr. Stephen Johnson	Patrick O'Donnell*
Connie Boardman	Michelle Lewellen*	Dr. Gary Pritchard*
Dr. Renee DeLong*	Felipe Lopez	Stephanie Rosenblatt
Noorali Delawalla	Saul Lopez-Pulido	Dr. Patricia Robbins Smith*
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Mark Fronke*	Rick Miranda*	Danylle Williams-Manser
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### MIG PLANNING CONSULTANTS

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Devon Provo  
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**2017–2023**

CERRITOS COLLEGE

**EDUCATIONAL**

**MASTER PLAN**



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# Executive Summary

## Educational Master Plan 2017-2023

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The Cerritos College Educational Master Plan (EMP) will guide the future of the College over the next six years, as it undertakes to provide ALL students with an educational environment in which they can thrive and successfully achieve their academic and career goals. It does this by articulating the college's most important priorities and goals, laying out a strategy road map to achieve these outcomes, and establishing metrics with which to monitor progress over the life span of the EMP. The EMP will guide Cerritos College in strengthening student achievement, planning for current and future needs, transforming infrastructure, and guiding resource allocation and staffing priorities. The goals established in the EMP are the result of an eight-month process conducted from October 2016 to May 2017.

Founded in 1955, Cerritos College is a public comprehensive community college with a 135-acre campus located in the City of Norwalk. The college's service area includes eight cities in southeastern Los Angeles County: Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Lakewood, and Norwalk. The EMP will assist Cerritos College in meeting the needs of more than 23,000 students who attend the college, many of whom are drawn from communities outside the boundaries of its formal district service area.

The EMP was informed by input from the Cerritos College community including a day-long planning charrette on February 10, 2017 during which faculty, staff, students and community members worked together to identify strategies to address the opportunities and challenges facing the College. Data from Institutional Effectiveness, Research and Planning and other sources was incorporated into the current conditions analysis. The development of goals and strategies for long-term planning are data-driven. The EMP will also serve to drive other important planning processes such as the Strategic Plan, Facility Master Plan, Technology Plan, Enrollment Management Plan, and other plans surrounding student success.

Through this inclusive process six overarching goals were developed. The following goals, strategies, and performance measures will assist Cerritos College as it aligns its efforts to meet the needs of its students and the greater community it serves.

## GOAL A: STRENGTHENING THE CULTURE OF COMPLETION

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

- A1. Emphasize and strengthen an equity mindset in support of successful outcomes for all students.
- A2. Provide students with clear pathways for achieving their educational goals.
- A3. Scale up counseling, transfer and other academic support programs to ensure each student can receive personalized guidance tailored to their individual needs.
- A4. Evaluate and re-design college processes and policies to ensure they are student-centered.
- A5. Find ways to reduce the time required to achieve degree and certificate requirements.
- A6. Strengthen the online presence of Cerritos College to extend the reach of its programs and services.
- A7. Promote Cerritos College as a successful transfer college through an array of programs and services designed to ensure all students entering the College can achieve their educational goals.
- A8. Foster a culture of respect that reflects the campus commitment to diversity and inclusion and effectively addresses students' needs for holistic support, personal responsibility, situational awareness, and leadership development.
- A9. Improve students front door experience in order to increase access and entry (on-boarding).

### POTENTIAL PERFORMANCE MEASURES

- Completion Rate (6-year cohort)
  - Overall
  - Prepared for College
  - Unprepared for College
  - Time to degree completion (2,3, & 4 years)
- Certificates awarded
- Degrees awarded
- Persistence Rate (6-year cohort)
  - Overall
  - Prepared for College
  - Unprepared for College
- # of transfer prepared students
- Course completion rates
- Time to degree completion
- Cycle time for key functions (e.g. registration)

## GOAL B: ENSURING PROGRAM ALIGNMENT BY STRENGTHENING PARTNERSHIPS

Ensure all educational programs are aligned with industry trends and labor market needs. Strengthen partnerships with high schools, universities and strategic business and industry to build a complete pathway to completion.

- B1. Investigate the development or expansion of educational programs to align with the needs of current and future labor markets and develop graduates with skills to satisfy the workplace demand.
- B2. Strengthen the organizational capacity of Cerritos College to form partnerships with local business and industry.
- B3. Improve and expand partnerships and dual enrollment agreements with local school districts to increase enrollment from high school graduates.
- B4. Expand partnerships with 4-year institutions to develop a coherent and time efficient educational pathway for Cerritos College transfer graduates to reinforce the culture of completion model.

### POTENTIAL PERFORMANCE MEASURES

- # of partnerships with local high school districts
- # of dual enrollment agreements with local high school districts
- # of partnerships with 4-year institutions
- # of articulation agreements with 4-year institutions
- # of tiered Transfer Admissions Guarantees (TAGs)
- # of job placement programs

## GOAL C: PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

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

- C1. Adopt policies and procedures that will facilitate professional development.
- C2. Institutionalize funding for professional development.
- C3. Expand awareness among faculty and staff of available professional development opportunities.
- C4. Utilize professional development as a critical component for meeting the overall educational, organizational and performance goals of Cerritos College.
- C5. Codify business practices in writing to retain institutional knowledge, maintain continuity during staffing transitions; emphasize using best practices among community colleges.
- C6. Implement leadership development at all levels and cross-training programs to facilitate leadership transitions and enhance organizational resilience.
- C7. Develop a succession plan for all key positions.
- C8. Identify strategies to improve coordination across academic departments, work more collaboratively, and increase employee satisfaction and retention.

### POTENTIAL PERFORMANCE MEASURES

- Faculty and Classified Staff Satisfaction survey
- Diversity of employees
- # of programs
- Participation rate
- # of attendees
- Staffing and succession plans developed
- Opportunities for advancement
- Opportunities to develop leadership skills

## GOAL D: IMPROVING INTERNAL AND EXTERNAL COMMUNICATION

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

- D1. Construct a consistent narrative around our identity.
- D2. Ensure that all constituent groups have a complete understanding of our identity and there is a consistent message being shared and understood about who we are and what we do.
- D3. Disseminate the Cerritos College “Brand” externally, publicizing our strengths and what makes us a first-choice institution.
- D4. Provide information delivery guidelines for employees and students to ensure information is communicated more effectively, intuitively and with ease (more consistent information flow through Cerritos College).

### POTENTIAL PERFORMANCE MEASURES

- Community College Survey of Student Engagement (CCSSE)
- Student perception survey results
- Enrollments
- Community survey
- % of students from service area

## GOAL E: UPGRADING EDUCATIONAL INFRASTRUCTURE

Continue with the ongoing modernization of campus buildings and information technology to ensure that all facilities and IT systems on campus meet industry standards.

- E1. Ensure that IT infrastructure (hardware and software) can meet current and future technology needs of the College.
- E2. Establish a decision-making framework for all technology updates and improvements.
- E3. Support a technology-based learning environment.
- E4. Optimize facilities and related support services to create an accessible learning environment that is safe and secure.

### POTENTIAL PERFORMANCE MEASURES

- Implementation of IT standards: hardware, software, support and training
- Conditions of facilities
- CCSSE results/satisfaction
- Uptime reliability
- IT help: responsiveness

## GOAL F: ENHANCING ORGANIZATIONAL EFFECTIVENESS

Enhance organizational effectiveness by streamlining and simplifying College systems and processes. Diversify revenue sources to maximize discretionary funding opportunities which will support programs of excellence.

- F1. Identify, streamline, and simplify all institutional policies, practices, procedures, and processes.
- F2. Support a strong Information Technology Department infrastructure.
- F3. Develop additional revenue streams.
- F4. Establish an Alumni program as part of Foundation outreach.
- F5. Explore revenue generation through real estate development / opportunities.

### POTENTIAL PERFORMANCE MEASURES

- Amount of discretionary revenue as a % of College's total budget
- # of alumni
- Level of internal giving
- # of international students



Cerritos College

ASSOCIATED STUDENTS

STUD



# Introduction and Overview

## PURPOSE OF THE EDUCATIONAL MASTER PLAN

The Cerritos College Educational Master Plan articulates the college's most important priorities and goals and establishes the strategies for achieving those goals over the next six years. It does this by identifying the educational needs of its students and the greater community it serves and then aligning its efforts to target these needs. The EMP will guide Cerritos College in strengthening student achievement, planning for current and future needs, transforming infrastructure, and guiding resource allocation and staffing priorities.

The goals established in the EMP are the result of an eight-month process conducted from October 2016 to May 2017. The Plan's goals are derived from robust input from faculty, staff, students and community members, along with data from Cerritos College Institutional Effectiveness Research and Planning (IERP), and regional data sources. The EMP will help the College accommodate the educational needs of 508,587 service-area residents, and address the major demographic, economic and educational trends, opportunities, and challenges it will face in the upcoming years.

By responding to these opportunities and challenges, the EMP sets the stage for a long-term, multi-year effort that will realize benefits in each of the coming six years, but especially for students who are just now in the 6th and 7th grades. Six years from now when those students begin arriving at Cerritos College, they will find an educational environment in which they can thrive, designed especially for them.



## **ABOUT CERRITOS COLLEGE**

The Cerritos Community College District serves eight cities in southeastern Los Angeles County: Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Lakewood, and Norwalk. Cerritos College is one of the five largest community colleges in Los Angeles County, with an enrollment of over 23,000 credit students as of Fall 2016. Many of these students are drawn to Cerritos College from areas beyond the boundaries of its formal district service area.

Founded in 1955, Cerritos College is a public comprehensive community college with a 135-acre campus located in the City of Norwalk. It offers degrees in 87 areas of study, in nine academic divisions. The College aims to provide students with clear pathways to achieve educational and career goals, including earning career and technical education (CTE) certificates and transferring to four-year universities. Cerritos College ranks second in the state for Mexican-American/Latino student transfers to California State Universities.

## **PLAN FRAMEWORK**

### **MISSION**

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

### **VISION**

Driven by the pursuit of unparalleled student success, Cerritos College will provide access to innovative learning opportunities that promote the power of learning.

### **VALUES**

We are guided by our core values of:

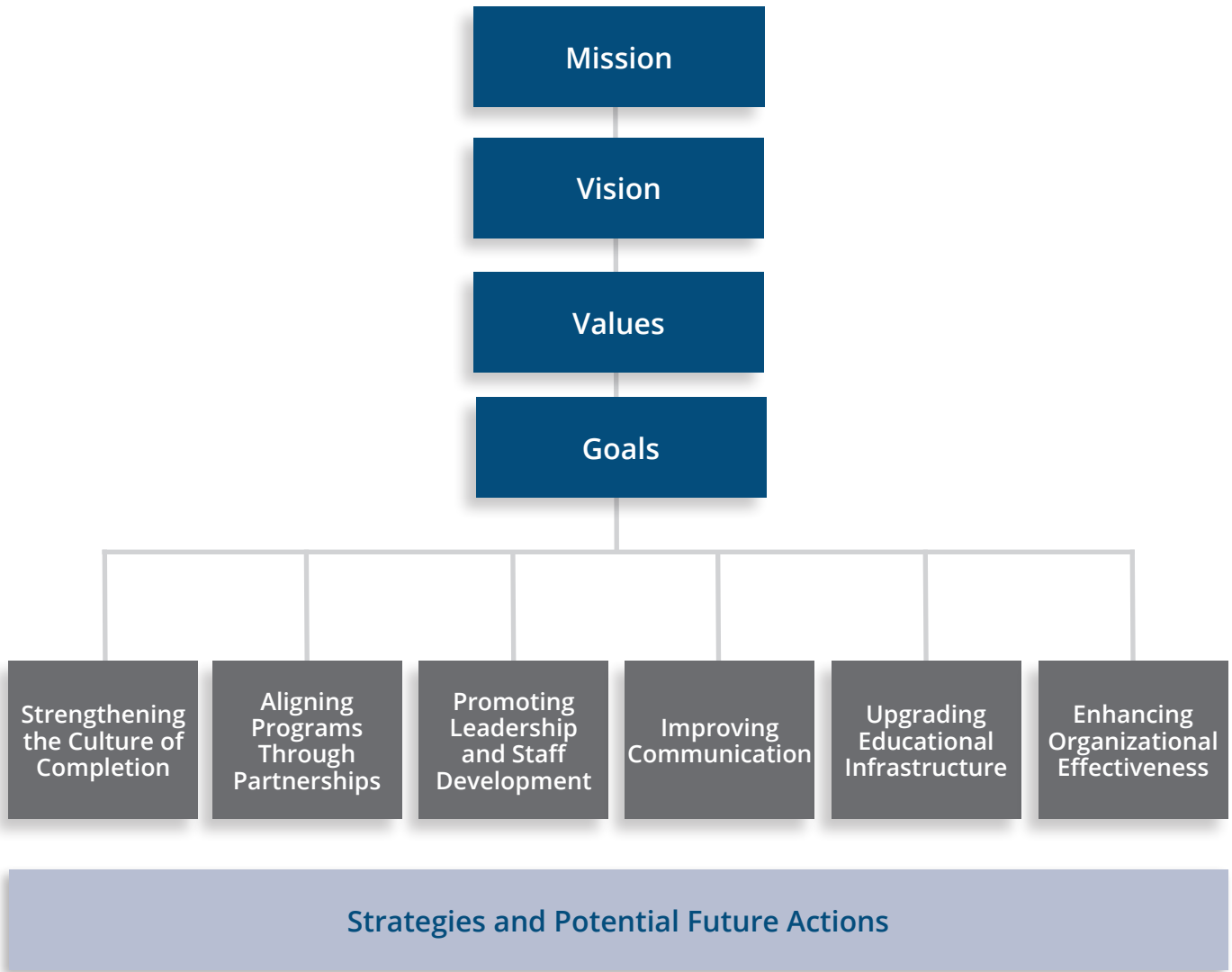
- supporting and promoting Student Success;
- achieving Excellence/Quality in teaching, learning, service and in college processes;
- supporting Innovation and Creativity to enhance and enrich learning and services;
- celebrating Diversity in people, philosophies, cultures, beliefs, programs and learning environments;

- promoting respect and trust in all People be they students, community members and employees;
- fostering Integrity as the foundation for all that we do;
- developing, nurturing and supporting Partnerships with our educational, business and industry colleagues;
- planning and supporting Comprehensiveness in our curricular offerings; and supporting Inclusiveness of individual, campus and community viewpoints in collaborative decision-making processes.

## GOALS

- GOAL A: Highlight clear educational and career pathways for ALL students and providing the programs, guidance and support they need to achieve their educational goals in a timely manner.
- GOAL B: Ensure all educational programs are aligned with industry trends and labor market needs. Strengthen partnerships with high schools, universities and strategic business and industry to build a complete pathway to completion.
- GOAL C: Develop an organizational culture that supports professional growth for all employees, collaboration, institutional memory, and leadership continuity.
- GOAL D: Raise awareness about who we are and convey that message effectively, both internally and externally. Improve information transfer between all of our on-campus constituent groups as well as with our community.
- GOAL E: Continue with the ongoing modernization of campus buildings and information technology to ensure that all facilities and IT systems on campus meet the industry standard.
- GOAL F: Enhance organizational effectiveness by streamlining and simplifying College systems and processes. Diversify revenue sources to maximize discretionary funding opportunities which will support programs of excellence.

## EDUCATIONAL MASTER PLAN FRAMEWORK



## **RELATED PLANS AND PROCESSES**

The EMP works in conjunction with and will drive development of the College Strategic Plan, Facilities Master Plan, Information Technology Master Plan, and other plans and processes for meeting student needs through a long-range vision for planning of instructional and student support offerings, facilities, and technology.

### **COLLEGE STRATEGIC PLAN**

The Strategic Plan provides institutional goals and strategies which connect the Educational Master Plan and the Program Plans developed by each program at the College. Along with the EMP, it establishes resource allocation priorities which inform the Unit Plans, Division Plans, Area Plans, and College Annual Plans. Every three years the Strategic Plan is updated, providing an opportunity for assessment of EMP goals, as well as determining alignment of future goals and activities.

### **FACILITIES MASTER PLAN**

The most recent Facilities Master Plan for Cerritos College was developed in 2011, and over the past five years has served as a guide for development of the campus.

### **INFORMATION TECHNOLOGY MASTER PLAN**

The Technology Plan ensures the College maintains currency and sufficiency with its technological requirements. The Plan is designed to improve IT decision-making processes and identify resources to support ongoing IT infrastructure capacity.

### **PROGRAM REVIEW**

Instructional Program Review is a periodic assessment and evaluation conducted by college faculty of programs; which includes recommendations for future program development, faculty and staffing, facilities and equipment, technology and support services. Programs undergo a peer review process every six years. CTE programs undergo program review every two years, as required by the State Chancellor's Office.

### **RESOURCE ALLOCATION PROCESS: UNIT PLANS, DIVISION PLANS, AREA PLANS, AND THE COLLEGE ANNUAL PLAN**

Planning and resource allocation is an annual activity at Cerritos College that reflects college wide priorities as identified through the Program Review. Planning aligns to the EMP and the Strategic Plan. Resource allocation requests are submitted by programs in Unit Plans. Unit Plans are reviewed and prioritized at the Division; and then at the Area levels. The Area Plans are



submitted for review and further prioritization by the Planning and Budget Committee which establishes the College Annual Plan integrated with the College Budget. The College Annual Plan establishes the College's activities and resource allocation priorities for funding in the following year.

### **ENROLLMENT MANAGEMENT PLAN**

The Enrollment Management Plan explains how Cerritos College will maintain and grow student enrollment through student recruitment and retention strategies as well as strategies to support student success, educational effectiveness, and resource management. Given this critical role, the Enrollment Management Plan is designed to align with the goals and priorities of the EMP and the Strategic Plan.

### **STUDENT SUCCESS PLANS**

The state requires an integrated Basic Skills Initiative (BSI), Student Equity, and Students Success and Support Program (SSSP) Plan. The purpose of the Student Success and Support Program (SSSP) Plan is to ensure that all students can achieve their educational objectives in a timely manner by providing them with orientation, assessment and placement, counseling and advising and other education planning and support services. The Student Equity Plan (SEP) ensures that resources are allocated so all students have equitable access to the specific resources that will help them succeed. It is specifically intended to close achievement gaps in access and success for ethnic minorities and other underrepresented student groups, including low-income students, veterans, students with disabilities, and current or former foster youth. The purpose of the Basic Skills Initiative (BSI) is to improve outcomes for students who enter college needing at least one course in ESL or basic skills with particular emphasis on students transitioning from high school.

### **ENVIRONMENTAL PLANS**

The 2016 Sustainability Plan is a holistic, site-specific guide to promote sustainability on the campus. It addresses energy efficiency and conservation, sustainable building practices, water conservation, waste management, sustainable landscaping and other related environmental programs and practices. The 2015 Integrated Energy Master Plan (IEMP) complements the Facilities Master Plan by identifying various energy related projects and methodologies to be employed by the College in support of the campus building and modernization program.

## OVERVIEW OF EMP PLANNING PROCESS

The Educational Master Plan (EMP) embodies ideas and views provided by the college community gathered through a variety of activities and platforms. Data analysis from Institutional Effectiveness, Research and Planning (IERP) and other data sources was incorporated into the plan for current conditions analysis and in the development of goals and objectives for the long term.



## FACULTY, STAFF, AND STUDENT PARTICIPATION

### EMP Project Management Team (PMT)

The nine members of the Project Management Team provided guidance and oversight for the planning and assessment process during the plan's development. The PMT met six times between October 2016 and April 2017 to coordinate the EMP planning process and ensure all groups in the college community were included in the discussions. The PMT consisted of the following members:

#### President/Superintendent

Dr. Jose Fierro

#### Acting Vice President of Academic Affairs/Assistant Superintendent

Rick Miranda

#### Dean of Institutional Effectiveness, Research & Planning

Dr. Kristi Blackburn

#### Dean of Counseling Services

Dr. Renee DeLong

#### Dean of Fine Arts and Communications

Dr. Gary Pritchard

#### Director of Community Education

Dr. Patricia Robbins Smith

#### Director of Information Technology

Patrick O'Donnell

#### Professor of Accounting

Mark Fronke

#### Senate President

Michelle Lewellen

## EMP Strategic Planning Committee (SPC)

The Educational Master Plan, Strategic Planning Committee is a larger group, representative of the broader Cerritos College community, whose primary task was to provide input into the development of the EMP. The SPC met five times during the EMP planning process to review and discuss findings emerging from EMP community outreach and research, and based on those discussions provided advice to the planning team. The SPC included the nine members of the PMT listed above as well as the following individuals representing various constituency groups on campus:

### **Vice President of Student Services**

Dr. Stephen Johnson

### **Vice President of Human Resources / Assistant Superintendent**

Dr. Adriana Flores-Church

### **Vice President of Business Services / Assistant Superintendent**

Felipe Lopez

### **Dean of Science, Engineering & Math**

Connie Boardman

### **Dean of Business, Humanities & Social Sciences**

Rachel Mason

### **Dean of Admissions and Records**

Dr. Stephanie Murguia

### **Director of Fiscal Services**

Noorali Delawalla

### **Project Hope Program Assistant II**

Danylle Williams-Manser

### **Director of Forensics / Instructor**

April Griffin

### **Director of AIME / Instructor**

Dr. Frank Mixson

### **Counselor**

Brittany Lundeen

### **Librarian**

Stephanie Rosenblatt

### **ESL Department / Instructor**

Joann Sugihara-Cheetham

### **Executive Assistant to the President**

Andrea Wittig

### **Associated Students of Cerritos College (ASCC)**

Saul Lopez-Pulido

## Campus EMP Outreach Activities

From November 2016 through January 2017, Cerritos College carried out numerous outreach activities to engage faculty, staff, and students as well as the broader campus community to gather input for the development of the EMP. This outreach included eight focus groups that were held with the following groups in November 2017:

- Faculty / Cerritos College Faculty Federation (CCFF) / Faculty Senate
- Department Chairs (2 sessions)
- Students / Student Leadership
- Classified Staff / California School Employees Association (CSEA)
- Executive Council & Confidential Employees
- Managers / Association for Cerritos College Management Employees (ACCME)
- K-12 Educational Partners



During each of the focus groups, participants discussed their desired outcomes for the EMP and what they saw as the strengths and unique characteristics of Cerritos College, issues and challenges facing the college, and opportunities for improvement. Concurrent with the focus groups, one-on-one interviews were held with five members of the Cerritos College Board of Trustees, allowing them to share their vision for the future of Cerritos College.

An online questionnaire was made available to the entire campus community from January 3rd to January 20th, 2017. Survey participants were invited to answer questions about their experiences with Cerritos College and identify its strengths and weaknesses. A total of 1,681 people responded to the survey. Of these, 1,413 were students, 136 faculty, 76 staff members, 21 administrators, 9 community members, and 25 who marked "other."

## ENVIRONMENTAL SCAN / RESEARCH

As part of the EMP planning process, an environmental scan was developed with assistance from Institutional Effectiveness, Research & Planning (IERP) to provide background information and quantitative data on population and demographics, business growth and employment projections, college enrollment and success rates, and other factors shaping the environment in which Cerritos College operates. The environmental scan informs the EMP by identifying existing and projected future conditions that Cerritos College will need to address to ensure an optimal future for the institution and the students it serves. As part of this analysis, the environmental scan also included a summary of outreach findings from the community's input derived from the focus groups, interviews and online questionnaires. Findings from the environmental scan were shared with the Board of Trustees in a study session held on January 24, 2017.

## PLANNING CHARRETTE

A district-wide planning charrette was held on February 10, 2017. During this event, faculty, staff and students from Cerritos College, along with representatives from external stakeholders, assessed the opportunities and challenges presented in the environmental scan and proposed strategies and specific actions in response. Over 110 people participated in the day-long event. During the event, participants were divided into separate small groups to discuss ten themes that had emerged from the community outreach and environmental scan research:

- Theme A:** Strengthening the culture of completion by highlighting clear educational and career pathways for All students and providing the programs, guidance and support they need to achieve their educational goals in a timely manner.
- Theme B:** Ensuring all educational programs and internal support services are aligned with future industry trends and labor market needs.
- Theme C:** Expanding professional development opportunities for faculty and staff to promote career growth, curriculum innovation, course relevancy, and student success.
- Theme D:** Enhancing and expanding partnerships with K-12, CSUs and UCs.
- Theme E:** Documenting policies and procedures and creating succession plans for key positions to ensure leadership continuity.

- Theme F:** Increasing investment in information technology and ensuring all hardware, software, training and support meets the industry standard.
- Theme G:** Improving internal communication systems to ensure timely, accurate and consistent delivery of vital information.
- Theme H:** Enhancing external communication and brand identity to call attention to the college's success in transfer rates, innovative programs, overall performance, and its new state-of-the-art facilities with the aim of increasing student enrollment.
- Theme I:** Streamlining and simplifying College systems and processes where feasible.
- Theme J:** Diversifying revenue sources to maximize discretionary funding opportunities.



# Environmental Scan: Major Findings

The Environmental Scan provided an internal and external conditions report related to population and demographics, business growth, college enrollment and success factors, and other educational providers. The information in the Environmental Scan informed the development of the Educational Master Plan and assists the College in preparing and responding to current and anticipated changes, opportunities and challenges. This section summarizes major trends and key issues identified by the Environmental Scan that impact college and district-wide planning. The Environmental Scan accessed a range of key data including:

- Population and demographics
- Cerritos College enrollment and student success
- Employment and workforce trends

## COMMUNITY DEMOGRAPHICS

Cerritos College serves a community that is not only ethnically diverse but also marked with widely varying levels of household income and educational attainment. Income and poverty levels within communities are frequently correlated with educational attainment as well as the capacity to afford the time and expense and time required to attend college. The College will need to continue to address the varying needs of students from this economically and ethnically diverse service area while also anticipating demographic changes such as an aging population.

- The population of cities in the Cerritos Community College District is expected to grow by an average of 4.5% over the 22-year time frame between 2013 to 2035.
- Over the next 25 years the senior population (65 years and older) is expected to increase significantly as a percentage of the overall population, while there will be a smaller percentage of children and younger adults. At the regional level, the overall population is also getting older. Between 2010 and 2035, the proportion of the population 65 years and older will grow from less than 11% to 18% of the overall population. As the regional population ages, there will be an increase in demand for programs suitable for older,

non-traditional students, including degree programs for older adults looking to gain skills for a second career.

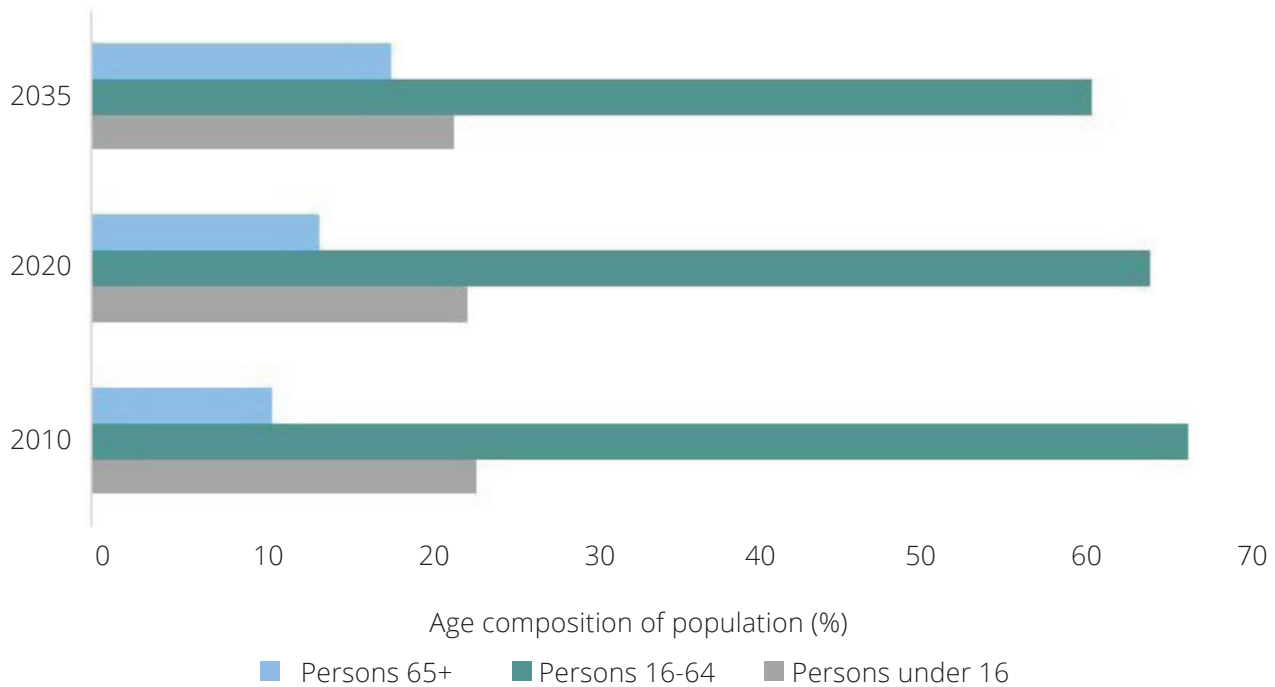
- The demographic diversity of the Cerritos Community College District mirrors that of LA County with Hispanics now constituting the largest ethnic group in both the County and the District, followed by Whites. The ethnic diversity of the District is reflected in the student body of the College where as of 2016, 69% of students enrolled at Cerritos identify as Hispanic
- Educational attainment as well as medium income varies considerably across the College’s service area. Although the median income in Cerritos (\$89,594) and Lakewood (\$77,786) is considerably higher than the County average of (\$55,909), the Cerritos College service area also includes communities where most households have less than \$57,000 available in disposable income. These households may struggle to pay for tuition, course fees, or textbooks and supplies.

**TABLE 1. PROJECTED POPULATION GROWTH IN IN-DISTRICT CITIES, 2013-2035**

City	2013	2020	2035	Percent Change
Artesia	16,736	16,700	17,000	2%
Bellflower	77,593	76,600	81,300	5%
Cerritos	49,707	49,400	49,800	0%
Downey	113,242	116,200	122,700	8%
Hawaiian Gardens	14,446	14,800	15,600	8%
La Mirada	49,133	50,300	52,800	7%
Lakewood	81,121	80,500	80,600	-1%
Norwalk	106,589	109,100	114,200	7%
<b>Total Cities</b>	<b>508,567</b>	<b>513,600</b>	<b>534,000</b>	<b>5%</b>
<b>LA County</b>	<b>9,951,320</b>	<b>10,404,000</b>	<b>11,353,000</b>	<b>14%</b>

Source: American Community Survey Estimates, 2013; SCAG Growth Forecast, 2012

**FIGURE 1. PROJECTED POPULATION GROWTH BY AGE IN SOUTHERN CALIFORNIA**

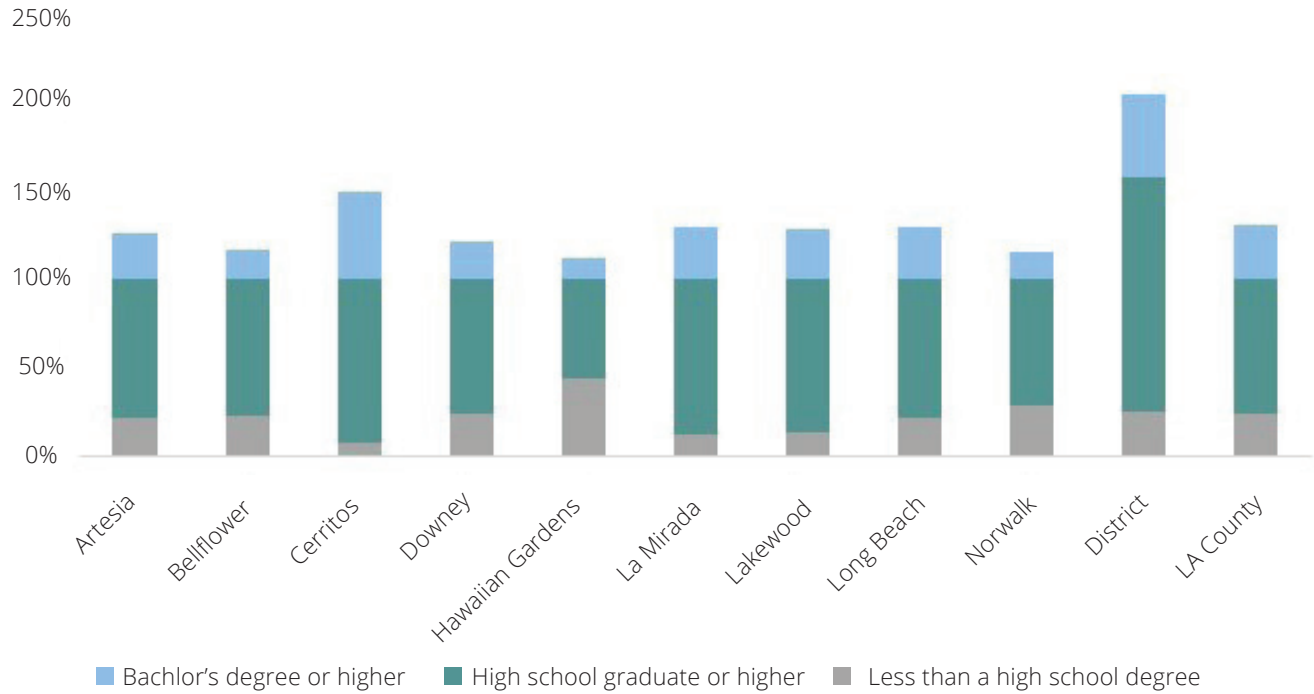


Source: Southern California Association of Governments, 2013 projections

**TABLE 2. RACE/ETHNICITY OF SERVICE AREA POPULATION BY PERCENT, 2013**

City	White (alone)	African American (alone)	Am Indian Alaska Native	Asian (alone)	Native HI/ Pacific Islander	Hispanic (any race)	Two or more races
Artesia	21%	4%	1%	37%	0%	36%	4%
Bellflower	20%	14%	1%	12%	1%	52%	5%
Cerritos	16%	7%	0%	62%	0%	12%	4%
Downey	17%	4%	1%	7%	0%	71%	4%
Hawaiian Gardens	NA	4%	1%	11%	0%	77%	4%
La Mirada	36%	2%	1%	18%	0%	41%	4%
Lakewood	40%	9%	1%	16%	1%	31%	6%
Long Beach	29%	14%	1%	13%	1%	41%	5%
Norwalk	12%	4%	1%	12%	0%	71%	4%

**FIGURE 2. EDUCATIONAL ATTAINMENT, DISTRICT AND COUNTY COMPARISON, 2009-2013**



Source: American Community Survey 5-Year Estimates, 2009-2013

**TABLE 3. HOUSEHOLD SIZE, MEDIAN INCOME AND PERCENT LIVING BELOW POVERTY BY COUNTY AND IN-DISTRICT CITIES**

Geography	Persons per household	Median household income (2009-2013)	Persons below poverty level (2009-2013)
LA County	3.18	\$55,909	17.80%
Artesia	3.53	\$59,845	13.50%
Bellflower	3.25	\$49,637	17.10%
Cerritos	3.26	\$89,594	5.50%
Downey	3.40	\$60,939	11.80%
Hawaiian Gardens	3.92	\$42,017	24.40%
La Mirada	3.25	\$81,961	7.00%
Lakewood	3.05	\$77,786	8.10%
Norwalk	3.85	\$60,770	12.90%

Source: American Community Survey 5-Year Estimates 2009-2013



## ENROLLMENT TRENDS

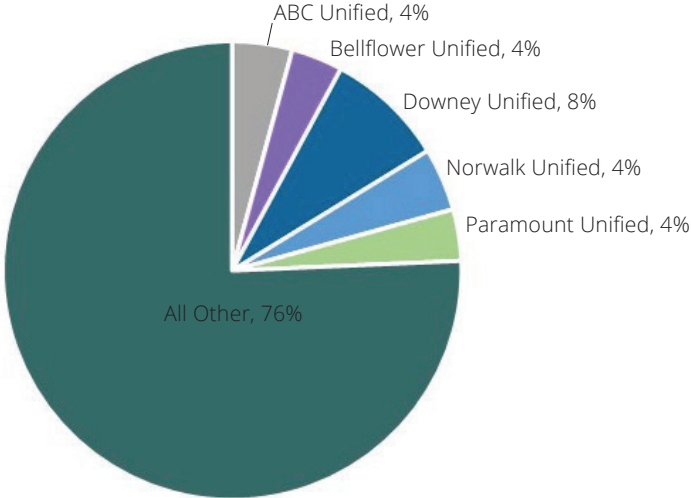
The service area of Cerritos College includes the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Lakewood, and Norwalk. However, the College has proven to be attractive to students outside its defined service area. This includes students that come from cities that lie adjacent to the service area and from zip codes that lie further away.

- When taken together, students from within the service area and the adjacent service area constitute the majority of students at Cerritos College (i.e., 64% of the student body). Just over 35% travel from communities located farther outside the College’s service area.
- International students represent less than 1% of the student body.
- The five local school districts within the Cerritos College service area provide 24% of its incoming high school students. Most high school students entering Cerritos College come from school districts located outside the service area (76%).
- Over a six-year period (2010 to 2015) enrollment levels have been relatively stable.
- Most students at Cerritos College are enrolled part-time (67%). Only one-third (33%) are full-time students.

**TABLE 4. HEADCOUNT BY RESIDENCY**

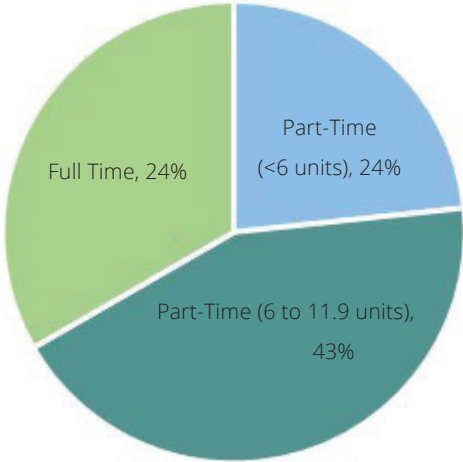
Official Residence	2012		2013		2014		2015	
	Students	%	Students	%	Students	%	Students	%
Service Area*	9,769	41%	10,061	41%	10,028	40%	8,857	39%
Adjacent Service Area**	5,472	23%	5,924	24%	5,933	24%	5,655	25%
All Other Zip Codes	8,158	35%	8,775	35%	8,745	35%	7,851	35%
International Students	177	<1%	202	<1%	181	<1%	176	<1%
Total	23,576	100%	24,692	100%	24,887	100%	22,539	100%

**FIGURE 3. SCHOOL DISTRICTS OF INCOMING HIGH SCHOOL STUDENTS, FALL 2015**



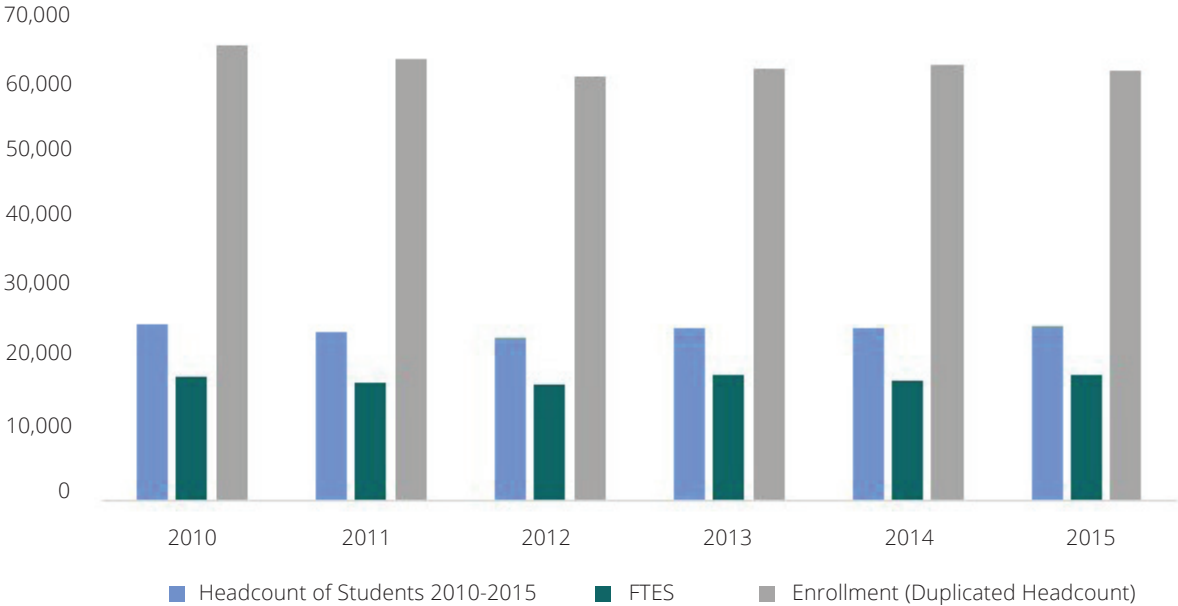
Source: Cerritos College, Institutional Effectiveness, Research, and Planning Fact Book

**FIGURE 4. HEADCOUNT BY CREDIT LOAD, SPRING 2016**



Source: California Community Colleges Chancellor's Office Data Mart

**FIGURE 5. ANNUAL ENROLLMENT 2010 TO 2015**



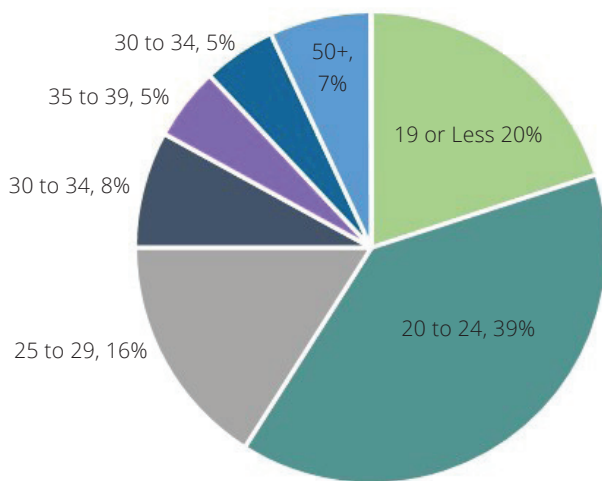
Source: Cerritos College, Institutional Effectiveness, Research, and Planning, Fact Book

### STUDENT COMPOSITION

Cerritos College has an ethnically diverse student population but there has been a population shift in ethnic distribution with an increase in students identifying as Hispanic and a decrease in African-American, Asian, and White students. A large percentage of these students are economically disadvantaged. Students 24 and under constitute 59% of the student body, while older students (25 & up) are 41% of the student body.

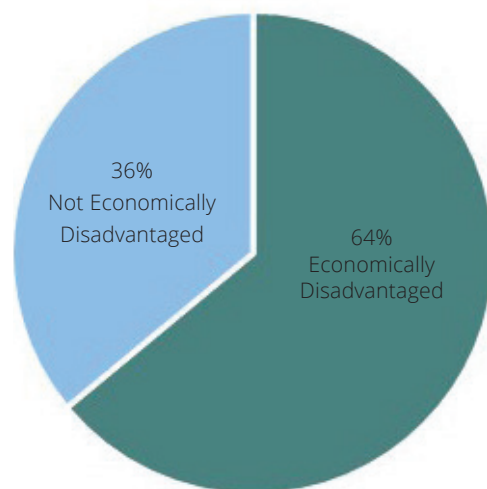
- Hispanics represent the largest demographic (69%)
- Since 2010, Cerritos College experienced a decline in African-American, Asian, and White students, while the percentage of Hispanic student grew.
- As of spring 2016, students over the age of 25 represent over 40% of student enrollment, including nearly 7% that are 50 years or older.
- 64% of students at Cerritos College are seen as economically disadvantaged and qualify for a Board of Governors Fee Waiver, which permits enrollment fees to be waived.

**FIGURE 6. AGE DISTRIBUTION OF STUDENTS, SPRING 2016**



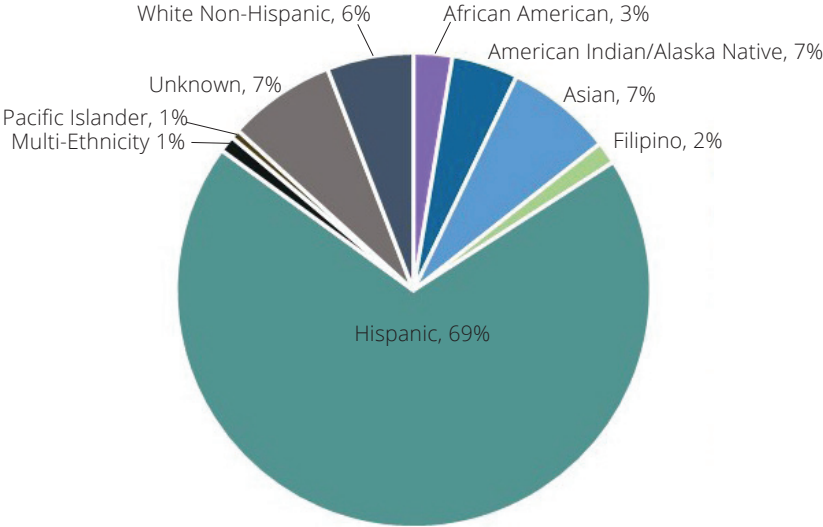
Source: California Community Colleges Chancellor's Office Data Mart

**FIGURE 7. ECONOMIC STATUS OF STUDENTS, 2014-2015**



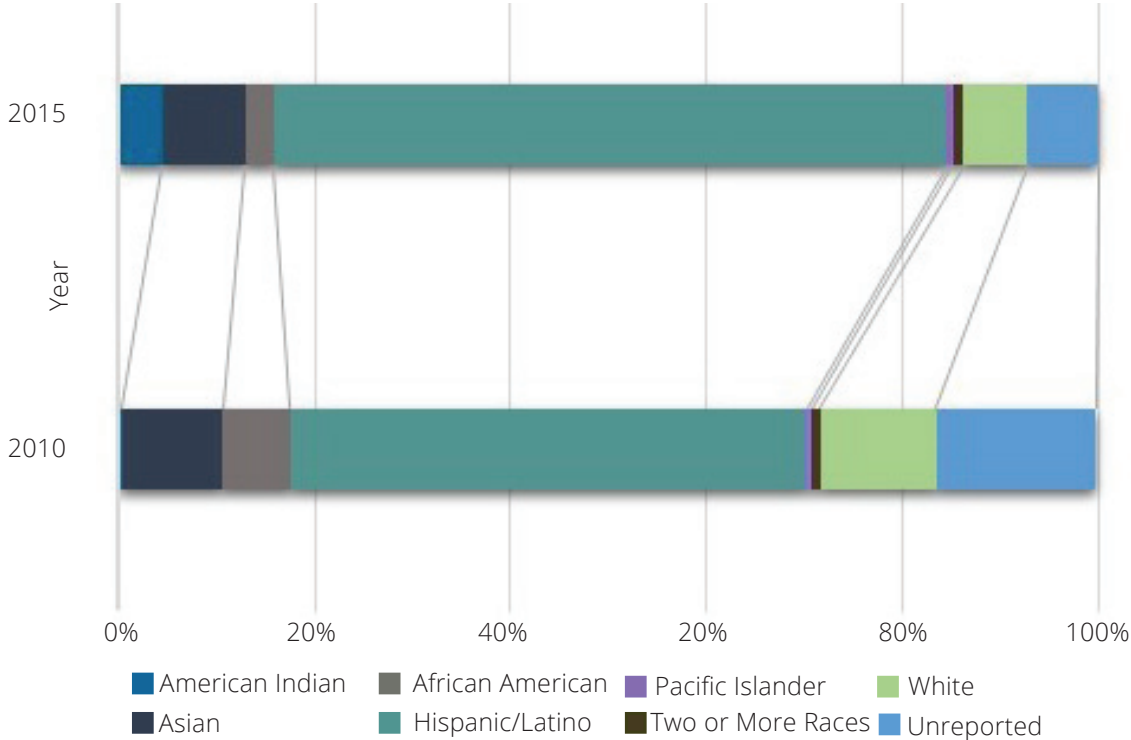
Source: Cerritos College Research Roundup May 6, 2016  
\*Economically Disadvantaged: Student receives BOG fee waiver

FIGURE 8. RACE AND ETHNICITY OF STUDENTS, SPRING 2016



Source: California Community Colleges Chancellor's Office Data Mart

FIGURE 9. RACE AND ETHNICITY OF STUDENTS, 2010 VS. 2015



Source: Cerritos College Institutional Effectiveness, Research, and Planning Fact Book

## STUDENT PREPAREDNESS AND SUCCESS

Cerritos College serves many students who are socially, economically, and educationally disadvantaged and who arrive unprepared for college. Recognizing that unprepared students are less likely to graduate within six years compared to prepared students, Cerritos College provides a wide range of support services to increase success and completion rates.

- Cerritos College performs below the State average when it comes to college completion rates. However, the Cerritos College student body does not mirror the state profile in age, ethnicity, and economic status.
- Completion rates at Cerritos College are comparable to other community colleges in its peer group. The peer group is determined by the State Chancellor’s Office based on the socioeconomic status of students and the size of the student body.
- Unprepared students represent a large majority of students (88%)
- College preparedness is a strong predictor of whether a new student will complete their educational program successfully. A new student who arrived at Cerritos College prepared for college was nearly two times more likely to graduate than an unprepared student.
- Most Cerritos College students start their college careers in Basic Skills Math (98.5%) and English (85%). Completion rates are much lower for students unprepared for college, who must first take Basic Skills classes.
- Most Cerritos College students are economically disadvantaged (64%) and many are first generation college students (55%).
- Unprepared, economically disadvantaged, and first generation students require more support to be successful in college.

**TABLE 5. COMPLETION RATES BY COHORT YEAR**

Years	Cerritos College		Statewide	
	Cohort Size	Cohort Rate	Cohort Size	Cohort Rate
2005-2006	2,850	41.3%	169,342	48.9%
2006-2007	2,942	40.0%	179,197	49.2%
2007-2008	3,263	41.4%	194,411	48.4%
2008-2009	3,713	39.9%	209,655	47.3%
2009-2010	3,421	41.6%	203,630	47.1%

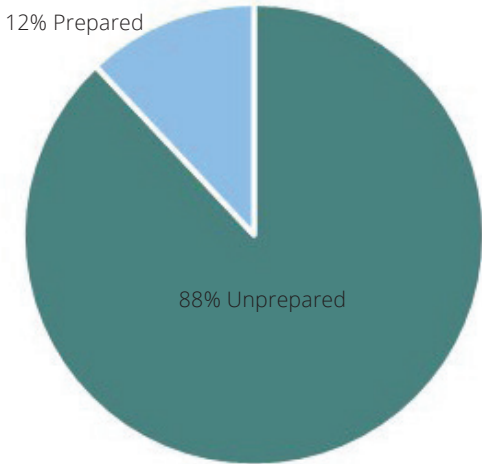
Source: California Community Colleges Chancellor’s Office, Student Success Scorecard, 2016

**TABLE 6. COMPLETION (OVERALL) COMPARISON WITH CERRITOS "PEERS"**

Peer Grouping (SES, Size)	Completion Rate
L.A. Harbor	38.2%
Fresno City	42.8%
Riverside	40.1%
Rio Hondo	37.0%
Cerritos College	41.6%

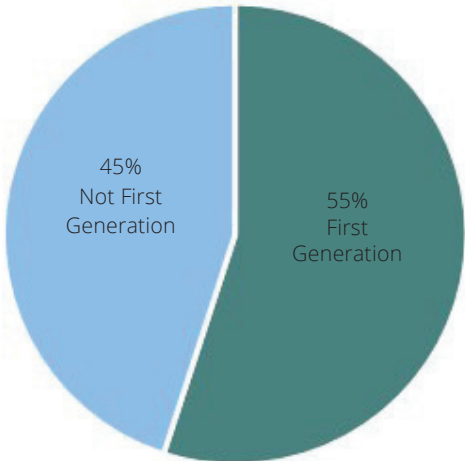
Source: Institutional Effectiveness, Research and Planning, Student Success Scorecard 2016, une 1, 2016

**FIGURE 10. STUDENT PREPAREDNESS, FIRST TIME STUDENTS ENROLLED IN 2009-2010**



Source: California Community Colleges Chancellor's Office, Student Success Scorecard, 2014-15 academic year

**FIGURE 11. FIRST GENERATION STUDENT STATUS, ALL STUDENTS 2014-2015**



\*First Generation Student: A student who DOES NOT have at least one parent with a baccalaureate degree

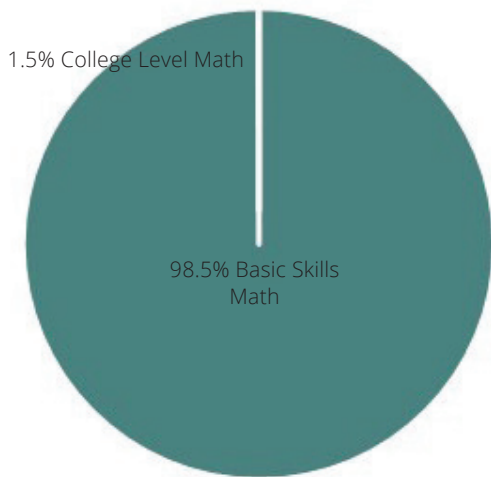
Source: California Community Colleges Chancellor's Office, Student Success Scorecard, 2014-15 academic year

**TABLE 7. COMPLETION RATES FOR 2009 COHORT BY COLLEGE PREPAREDNESS**

	Cerritos College		Statewide
	% of Cohort	Cohort Completion Rate	# of Students
Unprepared for college	88%	37.4%	3013
College prepared	12%	72.5%	408
Overall	100%	41.6%	3421

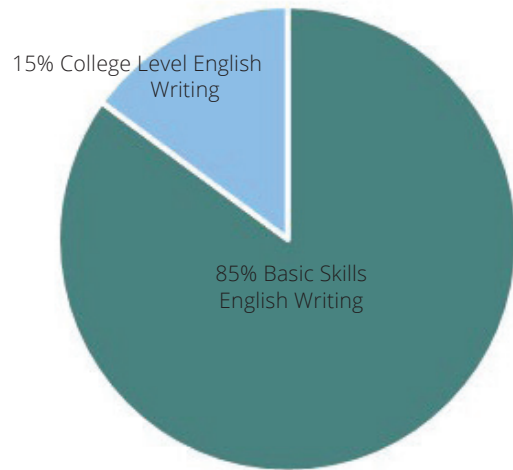
Source: California Community Colleges Chancellor's Office, Student Success Scorecard, 2016

**FIGURE 12. PERCENT ASSESSED INTO BASIC MATH, 2014-2015**



Source: California Community Colleges Chancellor's Office, Student Success Scorecard, 2014-15 academic year

**FIGURE 13. PERCENT ASSESSED INTO BASIC SKILLS ENGLISH WRITING, 2014-2015**



Source: California Community Colleges Chancellor's Office, Student Success Scorecard, 2014-15 academic year

## ECONOMIC OPPORTUNITIES

Cerritos College plays a pivotal role in preparing students for the workforce. The College must keep informed of the region's growing industry sectors to strategically plan program investments and classes that teach skills necessary for professional success.

- The strongest job growth is expected to be in service providing industries. Industries forecasted to experience the most growth through 2040 include health and education, wholesale & retail trade, professional services, and government.
- An annual economic update by the Southern California Association of Governments identified the leading industrial sectors in Los Angeles County as construction, information, professional and business services, education and health services, and leisure and hospitality. Emerging industries included digital media/digital tech, advanced transportation and fuels, and biosciences<sup>1</sup>.
- Most of the job growth projected for LA County is for low-skill jobs in industries that pay low wages, e.g. retail sales, food preparation and serving, and maintenance.
- Although there are a large number of entry level jobs in LA County available to those without a college degree, the wages associated with these jobs are typically too low to support a modest standard of living in LA County.
- 15% of all entry level jobs in LA County are unavailable to those who have not attended some college or more. These are also the best paying jobs.
- Economic opportunities are also impacted by the cost of housing. As of the 4th quarter in 2016, only 28 percent of households in Los Angeles County could afford to purchase the \$503,400 median-priced home<sup>2</sup>. A minimum income of \$99,230 was needed to make monthly payments of \$2,480.
- Monthly apartment rents are also very high. Average rents are expected to climb to a projected \$1,416 a month in 2018<sup>3</sup>.

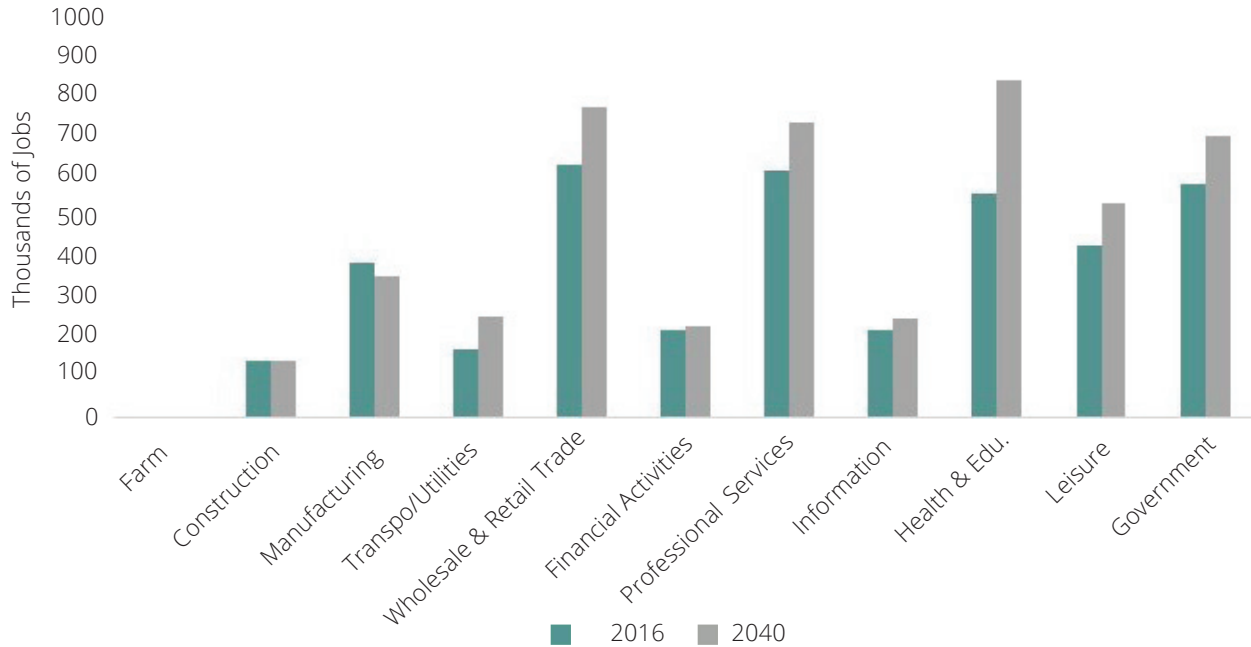
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<sup>1</sup> L.A. County Economic Update, Southern California Economic Summit 2016

<sup>2</sup> Southern California Association of Realtors, Press Release, February 9, 2017

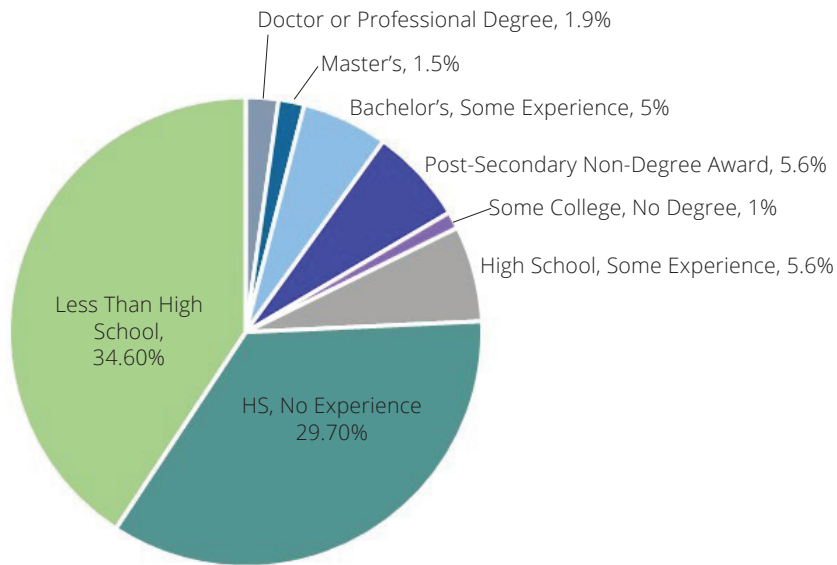
<sup>3</sup> Southern California Apartment Rents are Expected to Continue Rising Through 2018, Los Angeles Times, April 12, 2016

FIGURE 14. PROJECTED FASTEST GROWING OCCUPATIONS IN LA COUNTY



Source: LA County Employment Forecast

FIGURE 15. ENTRY LEVEL EDUCATION AND EXPERIENCE REQUIREMENTS FOR ALL JOBS IN LA COUNTY (2015-2020)



Source: LA County Employment Forecast

**TABLE 8. ENTRY LEVEL REQUIREMENTS FOR THE TOP 20 OCCUPATIONS**

Occupation	Annual Median Wage	Education	Work Experience
Food Prep/Serving	\$20,038	8	None
Cashiers	\$20,106	8	None
Waiters and Waitresses	\$22,985	8	None
Retail Salespersons	\$23,270	8	None
Office Clerks, General	\$31,560	7	None
Customer Service Representatives	\$36,339	7	None
Laborers and Material Movers	\$24,786	8	None
Registered Nurses	\$99,806	4	None
Janitors/Cleaners (Except Maids/Housekeeping)	\$27,084	8	None
Stock Clerks and Order Filers	\$23,414	8	None
Personal Care Aides	\$21,200	8	None
General and Operations Managers	\$107,994	3	<5 yrs
Counter Attendants, Cafeteria	\$20,170	8	None
Secretaries and Admin Assistants - not Legal/Exec	\$39,133	7	None
Childcare Workers	\$24,066	7	None
Accountants and Auditors	\$73,773	3	None
First-line Supervisors of Admins	\$57,829	7	<5 yrs
Nursing Assistants	\$29,440	5	None
Receptionists/Information Clerks	\$29,043	7	None
Home Health Aides	\$24,005	8	None

\*Education Key: 3=Bachelor's degree; 4=Associate's degree; 5=Post-secondary non-degree award; 6=Some college, no degree; 7=High school diploma or equivalent; and 8=Less than high school.

Source: Economic Update for Los Angeles County, Los Angeles County Economic Development Corporation



## Goals, Strategic Directions, Future Actions, and Performance Measures

Goals provide direction for long-term change as well as an organizing structure for the specific strategies and actions that will move Cerritos College forward in the educational arena. The proposed strategic directions describe how Cerritos College will address each goal area.

Grouped with each strategy are potential future actions proposed during the outreach process and the EMP's development. These proposed actions describe specific tasks the college can undertake to carry out each strategy. The college will use the approved goals and strategies, along with budget considerations, to determine what actions will be appropriate to pursue.

Performance measures are quantifiable metrics used to determine if the college has met its goals. The college will determine the feasibility of applying the potential performance measures included in this plan.

The following goals are an illustration of Cerritos College's recognition of the educational needs within our service area and the students we serve.

## GOAL A

### **Strengthening the Culture of Completion**

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

## GOAL B

### **Ensuring Program Alignment by Strengthening Partnerships**

Ensure all educational programs are aligned with industry trends and labor market needs. Strengthen partnerships with high schools, universities and strategic business and industry to build a complete pathway to completion.

## GOAL C

### **Promoting Leadership and Staff Development**

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

## GOAL D

### Improving Internal and External Communications

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

## GOAL E

### Upgrading Educational Infrastructure

Continue with the modernization of campus buildings and information technology to ensure all facilities and IT systems on campus meet industry standards.

## GOAL F

### Enhancing Organizational Effectiveness

Enhance organizational effectiveness by streamlining and simplifying College systems and processes. Diversify revenue sources to maximize discretionary funding opportunities.

## **GOAL A: STRENGTHENING THE CULTURE OF COMPLETION**

### **HIGHLIGHT CLEAR EDUCATIONAL AND CAREER PATHWAYS FOR ALL STUDENTS AND PROVIDE THE PROGRAMS, GUIDANCE AND SUPPORT THEY NEED TO ACHIEVE THEIR EDUCATIONAL GOALS IN A TIMELY MANNER.**

Cerritos College performs below the State average when it comes to college completion rates, and completion rates are especially low for Cerritos students who are unprepared and must first take Basic Skills classes. For each cohort year beginning with 2005-06 and ending with 2009-10, the Cerritos College completion rate has hovered between 40% and 42%. Although this is comparable to completion rates for similar community colleges within its “peer group” (as determined by the socioeconomic status of students and the size of the student body), the State completion rate has ranged between 47% and 49%. Preparedness for college is a strong indicator of whether a new student will successfully complete their educational program. Data provided by the California Community College’s Chancellor’s Office shows a majority of students entering Cerritos College in 2009-2010 (88%) were unprepared to perform college-level work. Six years later, only 37.4% of these students had completed their educational programs.

Fifty-five percent of Cerritos College students are also first generation college students who need more support navigating academia, or are economically disadvantaged (64%) and face the challenge of balancing school with working to support themselves and their families. Unprepared, economically disadvantaged and first generation students need more support to be successful in college.

Completion can also be impacted by institutional factors that students encounter. Students pursuing degree or certificate programs, prepared and unprepared, may have difficulty getting the classes they need to finish on time, if those classes are over enrolled or are cancelled because of low enrollment. Others students may be uncertain what classes they need to complete their programs and need a clearer pathway to reach their goals. There is also a perception among some Cerritos College students that students can complete their course work faster at other community colleges. It was suggested that faster completion should be a key goal for Cerritos College.

## Goal A: Strategic Directions With Future Actions

### A1: Emphasize and strengthen an equity mindset in support of successful outcomes for all students

- A1.1. *Ensure all students know how to navigate through the college and have full access to the educational resources and support services they will need to achieve their goals.*
- A1.2. *Provide all entering students with information and support during their first weeks at college.*
- Provide a mandatory introduction orientation to the college with an opt out for students capable of navigating the system on their own.
  - Create a welcome packet, paper and/or electronic, for all new students.
  - Provide mandatory counseling (counseling 101A) to ensure all new students are aware of the student support services and resources available to them.
- A1.3. *Identify all students who need assistance.*
- Identify students who are not participating in a Student Support Program and have those students check-in with counselors to assess whether they can benefit from one of these programs.
  - Identify and reach out to students nearing probation to provide them the assistance they may need to successfully continue with their studies.
  - Identify and fast track students who are near completion or have already met their degree/certificate requirements.
  - Identify and track all English language learners to assess their needs and monitor their progress.
- A1.4. *Conduct outreach to special groups (e.g., veterans, ethnic, English language learners, New Americans – immigrants and refugees, etc.) to assess whether existing support programs and services need to be adjusted to meet their needs.*
- A1.5. *Continue and expand efforts to support student acquisition of instructional materials such as the purchase of textbooks.*
- A1.6. *Engage in pedagogical practices that use social capital.*

**A2. Provide students with clear pathways for achieving their educational goals.**

- A2.1 *Help students to gain clarity about their goals as the first step in designing appropriate educational pathways for each student.*
- A2.2 *Develop comprehensive educational plans for each student.*
- A2.3 *Structure the sequence of courses that each student will need to achieve their goals*
- Schedule major required courses in the advanced years of every student's academic career to ensure each such course is available to them when they have reached that point in their course of study.
- A2.4 *Manage course scheduling to ensure all high demand and pathway required classes are available.*
- A2.5 *Provide certificates of achievement to demonstrate the acquisition of skills and knowledge and to give students a sense of their progress as they continue with their studies.*
- A2.6 *Utilize a student dashboard that will help students to stay on track and more quickly achieve their goals.*
- A2.7 *Develop inter-institutional pathways through partnerships with local adult schools and high schools (e.g., dual enrollment) and transfer admissions guarantees with 4-year schools.*

**A3: Scale up counseling, transfer and other academic support programs to ensure each student can receive personal guidance tailored to their individual needs.**

- A3.1 *Assess all current learning support programs and processes available to students to identify and scale up the most effective programs (e.g., K-16, Cerritos Complete, Finish First).*
- A3.2 *Create multiple measures for student assessment and tailor programs and services to meet the needs of individual students.*
- A3.3 *Identify and address multiple learning styles (e.g., auditory, visual) among students in both classroom instruction and tutoring.*
- Apply appropriate technologies to address the learning style of each student.

A3.4 *Incentivize taking basic skills classes as early as possible, especially for students who underestimate how underprepared they are.*

A3.5 *Provide career counseling for all students.*

A3.6 *Enhance transfer counseling for all students.*

**A4: Evaluate and re-design college processes and policies to ensure they are student-centered.**

A4.1 *Improve class scheduling to ensure all required classes are available, especially classes that are in high demand.*

A4.2 *Establish safeguards to ensure the availability of “low enrollment classes” when students who have enrolled in these classes have done so because they are required to fulfill their degree or certificate requirements.*

A4.3 *Provide more flexible scheduling, such as more evening and weekend classes and interim, winter sessions to meet the needs of a diverse student body.*

**A5: Find ways to reduce the time required to achieve degree and certificate requirements.**

A5.1 *Investigate alternative meeting patterns and schedules.*

A5.2 *Increase the offerings of late starting classes (6, 9 and 15 week classes).*

A5.3 *Consider allowing for multiple associate degrees within 60 units (i.e., not requiring more units for each additional degree).*

A5.4 *Investigate the feasibility and merits of offering students 4-year degree programs.*

**A6: Strengthen the online presence of Cerritos College to extend the reach of its programs and services.**

A6.1 *Enhance online offerings and offer complete/entire online degrees for the non-traditional student.*

A6.2 *Expand the number of services that can be conducted online rather than in-person interactions requiring on-site campus visits.*

*A6.3 Continue the improvements on the Cerritos online homepage, making it more student friendly and easier to navigate and find needed information.*

**A7: Promote cerritos college as a successful transfer college through an array of programs and services designed to ensure all students entering the college can achieve their educational goals.**

*A7.1 Strengthen the image of Cerritos College as an institution where students can complete their course of study faster than at other community colleges.*

*A7.2 Stress the idea that Cerritos College has gone beyond the “culture of access” offered by other community colleges by working to ensure its students not only have access but will successfully complete their course of study.*

*A7.3 Create a new narrative shared by faculty, staff and all members of the college community that Cerritos College is not only a successful transfer college but has become the preferred stepping stone for many four-year schools.*

*A7.4 Use existing partnerships with K-12 school districts and 4-year institutions as marketing vehicles to reach out to parents and students.*

**A8: Foster a culture of respect that reflects the campus commitment to diversity and inclusion and effectively addresses students’ needs for holistic, personal responsibility, situational awareness, and leadership development.**

*A8.1 Continue to create awareness of and develop support and reporting resources for survivors of sexual assault, as provided in the college’s Project Safe and Falcon Safe programs as well as the Campus PRIDE framework.*

*A8.2 Develop and carry out multi-tiered prevention, bystander intervention, and leadership development education for faculty, staff, and students that empowers the entire campus to reduce implicit cultural biases and engage locally, national, and globally, in a respectful and civil manner.*

- A8.3 *Build out and leverage campus and community partnerships to mobilize strong support for engaging student organizations and a diverse range of sexual violence prevention initiatives and functions; by the Office of Diversity, Compliance, and Title IX Coordinator; the Title IX Advisory Committee; CAIR team; Campus Police; Student Health Services; and Student Affairs.*
- A8.4 *Continue effective public disclosure of statistics and the issuing of timely warnings focused on primary prevention.*
- A8.5 *Support the ongoing review, effective promulgation, and consistent enforcement of clear policies and procedures on sexual misconduct prevention, investigations, adjudications, and sanctions.*
- A8.6 *Engage in effective ongoing self-assessment including an evaluation team, self-assessment methodology, campus climate surveys, student feedback, learning from survivors, widely disseminating findings, and committing to meaningful institutional change where indicated.*

**A9: Improve students' front door experience in order to increase access and entry (on-boarding).**

- A9.1 *Identify, streamline and simplify all processes which new students need to complete in order to matriculate, including A&R, CCC Apply, counseling, assessment, orientation, and registration.*
- Map business practice for each step of the process.
  - Evaluate business processes to identify which ones can be streamlined, eliminated or added in order to make the process easier for students.
  - Explore the potential to acquire and/or develop inclusive "one stop" software system for all student processes.
  - Create flow charts and guides for each step of the process.
  - Identify a key contact (person/name) for students encountering trouble.

## GOAL A: POTENTIAL PERFORMANCE MEASURES

- Completion Rate (6-year cohort)
  - Overall
  - Prepared for College
  - Unprepared for College
  - Time to degree completion (2,3, & 4 years)
- Persistence Rate (6-year cohort)
  - Overall
  - Prepared for College
  - Unprepared for College
- Certificates awarded
- Degrees awarded
- # of transfer prepared students
- Course completion rates
- Cycle time for key functions (e.g. registration)

## **GOAL B: ENSURING PROGRAM ALIGNMENT BY STRENGTHENING PARTNERSHIPS**

### **ENSURE ALL EDUCATIONAL PROGRAMS ARE ALIGNED WITH INDUSTRY TRENDS AND LABOR MARKET NEEDS. STRENGTHEN PARTNERSHIPS WITH HIGH SCHOOLS, UNIVERSITIES AND STRATEGIC BUSINESS AND INDUSTRY TO BUILD A COMPLETE PATHWAY TO COMPLETION.**

As a community college, Cerritos College plays an essential role preparing students who desire to go directly into the workforce as well as those who plan to transfer to a four-year academic institution. To effectively carry out this transitional role, the College must strategically plan program investments, classes, and support services that will teach the skills necessary for career success in growing industry sectors as well as academic success for all those continuing their educational careers before entering the workforce. Anticipating the workforce needs of a rapidly changing economy as well as academic requirements of 4-year institutions is an ongoing challenge that can best be met through partnerships with both academia and industry. These ongoing partnerships are a critical element in the formation of guided pathways for students that reach beyond the institutional boundaries of Cerritos College. Instead, Cerritos College can facilitate the development of pathways that begin to take shape during student's K-12 years and after finishing community college extend forward into their subsequent academic careers at a four-year college or when they enter the workforce as an intern or new employee.

Cerritos College currently engages in partnerships with local educational institutions and business, but additional staff and resources may be needed to maintain and expand those relationships. Existing K-12 partners of Cerritos College have indicated that local high school students may be unaware of the programs offered at Cerritos or unsure how to navigate the process of applying to college. Per public perception, Cerritos College is generally not seen as a transfer institution, and current students at the College have expressed a desire to have a greater selection of course options and transfer opportunities. Enhancing and expanding partnerships with K-12, CSU, and UC schools, as well as with industry, will enable Cerritos College to create pathways that will change this perception and position it to both recruit and serve a broader network of students.

Although the College can use input from 4-year schools and forecasted employment data to help determine which educational programs will provide students with the skills needed to excel later in their careers this is only the first crucial step. Applying this information to make changes in the mix of program offerings can by itself be a significant organizational challenge. The opportunity to develop new programs or expand existing successful programs may depend upon making difficult strategic decisions, where resources must be shifted away from less successful programs to others that are developing skills and providing knowledge better aligned with the changing economy.

## **GOAL B: STRATEGIC DIRECTIONS WITH FUTURE ACTIONS**

### **B1: Investigate the development or expansion of educational programs to align with the needs of current and future labor markets and developing graduates with skills to satisfy the workplace demand.**

- B1.1. Improve alignment of careers and technical programs with needs of industry partners.*
- B1.2. Utilize input from industry partners to develop a system of “stackable certificates” that demonstrate students have acquired the skills needed in their chosen field or industry.*
- B1.3. Incorporate regional and local economic forecasts data to evaluate existing programs and to identify potential new programs.*
- B1.4. Provide additional resources to existing programs experiencing high student demand because they meet current labor market needs.*
  - Reallocate resources to new or expanded programs where student interest is strong.
  - Expand the number of nursing prerequisite courses such as anatomy and physiology to meet current high demand and to strengthen nursing student retention at Cerritos College.
- B1.5. Investigate the potential of developing new and/or expanding programs based upon current labor market needs.*

*B1.6 Provide faculty and staff with professional development opportunities to facilitate strategic resource allocation and program innovations.*

**B2: Strengthen the organizational capacity of Cerritos College to form partnerships with local business and industry.**

*B2.1 Recruit a student placement specialist to conduct outreach with and maintain relationships with local businesses.*

*B2.2 Partner with local chambers of commerce to determine the needs of local businesses and to identify internship opportunities.*

*B2.3 Expand promotion of the Career and Technical Education Program.*

**B3: Improve and expand partnerships, and dual enrollment with local school districts to increase enrollment from high school graduates.**

*B3.1 Enhance the image of Cerritos College within the community as a choice college to encourage student enrollment.*

- Showcase outstanding programs and disciplines available at Cerritos College.
- Create a system to fully matriculate students into Cerritos College.
- Emphasize expedited time to completion.
- Promote mechanisms such as guided pathways and the AIME program that enables students to maintain a full time class schedule and achieve their associates degree within 2 years.
- Expand the number of Faculty Inquiry Groups (FIGs).

*B3.2 Expand outreach and partnerships with local K-12 school districts.*

- Recruit personnel who can conduct outreach for specific high demand programs including CTE programs.
- Explore ways to purposefully foster relationships and dialog between the partners once a specific partnership has been established in order to maintain the partnership.

- Identify sources for stipends so faculty can participate in professional development about educational partnerships, and dual enrollment so they better understand the benefits of both to programs at Cerritos.
- Develop partnerships to explore sharing of resources such as facilities.

*B3.3 Emphasize the range of options offered by Cerritos College.*

- Provides different modalities of study (e.g. weekend college, online and hybrid courses) to meet the needs of a diverse student body.
- Provides multiple pathways for students seeking to transfer to a 4-year school.
- Provides high-value options (e.g. technical and vocational careers) for non-traditional students not interested in a 4-year degree.

**B4: Expand partnerships with 4-year institutions to develop a coherent and time efficient educational pathway for cerritos college transfer graduates to reinforce the culture of completion model.**

*B4.1 Establish articulation agreements to align curricula that are easily transferable to the partner 4-year institutions.*

*B4.2 Work with 4-year insitutions to find ways to successfully move more students through the transfer pipeline.*

*B4.3 Expand tiered Transfer Admission Guarantees (TAGS) with local, area, and out-of-state 4-year institutions, both public and private.*

*B4.4 Work with 4-year institutions to provide more financial support and scholarship for transfer students.*

- Improve financial literacy of students so they are prepared to take advantage of financial assistance opportunities that can enable them to attend a 4-year institution.

**GOAL B: POTENTIAL PERFORMANCE MEASURES**

- # of partnerships with local high school districts
- # of articulation agreements with 4-year institutions
- # of dual enrollment agreements with local high school districts
- # of tiered Transfer Admissions Guarantees (TAGs)
- # of partnerships with 4-year institutions
- # of job placement programs

## **GOAL C: PROMOTING LEADERSHIP AND STAFF DEVELOPMENT**

### **DEVELOP AN ORGANIZATIONAL CULTURE FOR ALL EMPLOYEES THAT SUPPORTS PROFESSIONAL GROWTH, INTRA- AND INTER DEPARTMENTAL COLLABORATION, INSTITUTIONAL MEMORY, AND LEADERSHIP CONTINUITY.**

Organizational competency requires numerous elements working in concert, such as promoting professional growth and leadership development while nurturing a collaborative climate of mutual respect and support. During the outreach conducted as part of the environmental scan, it was noted that professional development is crucial to the future of the College, especially as it strives to align program offerings with the demands of an ever-changing economy. Professional development empowers all employees within existing programs and creates an opportunity for them to think about staff, student, and instructional improvement as well as best practices. It can also facilitate strategic resource allocation between programs by offering training that increases the capacity of employees to take advantage of new opportunities created by these changes.

It was also noted in the environmental scan that institutional memory and organizational continuity can be disrupted by turnover among executive administrators and in other key positions. Factors contributing to turnover are varied but with preparation any costs imposed on the college can be minimized. One way is to develop clear road maps for various procedures, including communication protocols, which will ease leadership and other staff transitions.

Succession planning is another effective way to ensure leadership continuity not only for executive administrators but also among faculty and staff. The integrity of many programs depends on having plans in place to fill faculty and staff positions with qualified replacements, where current occupants are expected to retire in a few short years or who should leave unexpectedly. For this reason, succession planning is an important element required to ensure the quality and sustainability of college programs over time.

Institutional continuity and memory, however, can best be preserved by nurturing the development of an organizational culture where collaboration is encouraged and there is only modest turnover among leadership and staff because employees at every level feel supported by the institution. In such a climate, employees will feel gratified that their contribution to the overall mission of the College is recognized and that continued engagement is both important and personally meaningful.

## **GOAL C: STRATEGIC DIRECTIONS WITH FUTURE ACTIONS**

### **C1: Adopt policies and procedures that will facilitate professional development.**

- C1.1. Take an inventory of how often professional development opportunities are available to faculty, managers, and staff.*
- C1.2. Assess the current level of employee participation in professional development opportunities.*
- C1.3. Conduct a campus-wide needs assessment to identify professional development needs among employees.*
- C1.4. Establish professional development as an equal opportunity to be extended to all employees.*
- Expand professional development opportunities to both faculty and staff by using AB 2558 funds.
  - Extend the CTX (Center for Teaching Excellence) program model to Human Resources.
  - Extend professional development opportunities to part-time faculty.
- C1.5. Encourage employees to take advantage of professional development opportunities.*
- Establish a three-tier certificate program for faculty and staff professional development.
- C1.6. Establish a mandatory one-day shutdown of the college during flex week for all employees' training.*
- Use this one-day training as an interdisciplinary, campus wide, community development opportunity.
- C1.7. Develop a centralized professional development calendar so faculty and staff can plan ahead for upcoming training opportunities.*
- C1.8. Use technology to enhance opportunities for professional development.*
- Provide online tutorials for faculty and staff professional development

## **C2: Institutionalize funding for professional development**

- C2.1 Promote current professional development benefits and reimbursement procedures.*
- C2.2 Apply for allocated State funding under AB 2558 (if available).*
- C2.3 Institutionalize the funding for the CTX into the general fund.*
- C2.4 Provide funding for professional conferences.*

## **C3: Expand awareness among faculty and staff of available professional development opportunities**

- C3.1 Promote professional development opportunities and programs on site (CTX and staff development).*
- C3.2 Promote the California Community Colleges Chancellors' Office Professional Learning Network.*

## **C4: Utilize professional development as a critical component for meeting the overall educational, organizational and performance goals of cerritos college.**

- C4.1 Offer professional development opportunities as an integral part of the process for developing new programs and redesigning existing programs.*
- C4.2 Provide training opportunities to all faculty and staff before the implementation of new software programs.*
- C4.3 Provide an onboarding professional training program to all new, incoming faculty, staff, and managers.*

## **C5: Codify business practices in writing to retain institutional knowledge, maintain continuity during staff transitions; emphasize using best practices among community colleges.**

- C5.1 Document all key organizational processes to ensure operations can be effectively carried out following staffing transitions.*
  - Develop a Standard Operating Procedure (SOP) for every major process and position.
  - Use the SOP for every position as a reference guide for all who assume the role which will aid in the passage of basic knowledge and its continuity.

- Include all relevant groups in the development of the SOPs.
- C5.2 Create a list of long time employees by area of expertise. Long time employees are “keepers of the history” and can be used as an essential information resource to maintain institutional continuity.*
- C5.3 Develop a quick reference chart that identifies the contact person in each campus office regarding policies and procedures.*
- C5.4 Establish an inter-departmental cross-training/shadowing program to enhance mutual understanding of respective departmental roles and improve internal communication.*
- C5.5 Expand employee on-boarding and mentorship opportunities for all new employees into a position.*

**C6: Implement leadership development at all levels and cross-training programs to facilitate leadership transitions and enhance organizational resilience.**

- C6.1 Expand the Falcon Leadership Academy to provide leadership training on campus.*
- Educate employees on policies and procedures and the importance of their role.
  - Provide exposure to other departments and the roles of other positions on campus.
  - Utilize the Center for Teaching Excellence (CTX) to provide workshops on policies, contracts, and campus leadership.
- C6.2 Train all ASCC members in their specific roles and policies and procedures*
- Require members to review documented decisions over the preceding four years, the rationale for those decisions, and determine what (if anything) about their processes should be modified.

## C7: Develop a succession plan for all key positions

*C7.1 Identify all key positions especially in programs seen as critical to the future of the college.*

- Determine where vacancies are expected to occur in coming years as current managers, faculty, and staff retire.

*C7.2 Request the Board of Trustees appoint a 3rd party expert to evaluate all areas of the college and help develop a plan to prepare for turn-over fluctuations.*

*C7.3 Develop a new standard operating procedure for backfilling vacancies that occur in the leadership structure as result of turnover at the vice-presidential level.*

*C7.4 Establish a clear and transparent policy for internal promotions in accordance with CCR §53021.*

## C8: Identify strategies to improve coordination across academic departments, work more collaboratively, and increase employee satisfaction and retention.

*C8.1 Provide opportunities to facilitate collaboration at the institutional level*

- Increase collaboration and communication between divisions.
- Encourage faculty and staff to collaborate with each other on professional development through mentoring programs and learning communities.

## GOAL C: POTENTIAL PERFORMANCE MEASURES

- Faculty and Classified Staff Satisfaction survey
- Diversity of employees
- # of programs
- Participation rate
- # of attendees
- Staffing and succession plans developed
- Opportunities for advancement
- Opportunities to develop leadership skills

## **GOAL D: IMPROVING INTERNAL AND EXTERNAL COMMUNICATION**

### **RAISE AWARENESS ABOUT WHO WE ARE AND CONVEY THAT MESSAGE EFFECTIVELY, BOTH INTERNALLY AND EXTERNALLY. IMPROVE INFORMATION TRANSFER BETWEEN ALL OF OUR ON-CAMPUS CONSTITUENT GROUPS AS WELL AS WITH OUR EXTERNAL COMMUNITY.**

Cerritos College is located in proximity to a diverse spectrum of academic institutions. There are eleven other community colleges located within just fifteen miles of the Cerritos campus. Nearby four-year institutions include Cal State Long Beach, Dominguez Hills, UCLA and neighboring UC Irvine. Even more institutions are present in Los Angeles County and Orange County. This dense educational environment creates competition for the College, making it crucial that Cerritos puts forth a strong branded identity to attract students and set itself apart from other institutions.

The College needs to tell its story in a way that effectively communicates its strengths as an institution to the outside community. Of the students that participated in the EMP online questionnaire, only 8% said that the College's reputation is what attracted them to attend. In addition, Cerritos College is generally not seen as a transfer institution, even though the school offers Transfer Admissions Guarantees (TAGs) to six UC schools, three private, and 24 out of state institutions. Partners at K-12 institutions indicate that local high school students and their parents are not expressly aware of the types of programs and services offered at the College. In the face of competition from other nearby colleges, it is imperative that the College take steps to raise its profile and clearly define why it ought to be the preferred choice for students and their parents.

As it works to more effectively deliver its message to the outside community it serves, Cerritos College must also improve communication within the College itself. Members of the Cerritos College community state they often must work hard to access information they are seeking, or there is a delay in receiving information that is being delivered within the college. Effective internal communication enhances both employee productivity and students' ability to progress through their studies more easily and efficiently.

At present, information related to the College's operations, academic programs, and support services is shared and stored across various portals. In response, information access guidelines will help minimize uncertainty about where and how to obtain needed answers. Likewise, consistent information-sharing protocols will ensure the timely delivery of updates and enhance information flow across campus. Information gaps stemming from employee turnover can be

prevented by thoroughly documenting all standard operating procedures and protocols.

To ensure consistent flow of information across the college, it will also be important to remember that even when information reaches all divisions, how it is interpreted and understood can vary. This is a reality inherent in all organizations, but especially large, complex ones like community colleges. New policies and protocols can be developed to minimize this phenomenon.

## **GOAL D: STRATEGIC DIRECTIONS WITH FUTURE ACTIONS**

### **D1: Construct a consistent narrative around our identity.**

*D1.1. Promote the strong/unique qualities of Cerritos College and construct a consistent narrative around those qualities.*

- Emphasize that Cerritos College is a student-centered learning institution (e.g., faculty are focused on teaching not research).
- Construct the narrative around the “culture of completion” theme (e.g., Cerritos is an outstanding transfer college and a “first choice” school for CTE students).

*D1.2. Emphasize the range of options offered by Cerritos College in that narrative. For example:*

- Provide different modalities of study (e.g., weekend college, online and hybrid courses) to meet the needs of a diverse student body.
- Offer multiple pathways for students seeking to transfer to a 4-year school.
- Create high-value options (e.g., technical and vocational careers) for non-traditional students not interested in a 4-year degree.
- A student-focused campus with emphasis on meeting student needs with resources.

*D1.3. Identify our target market (s) (i.e., decide who the audience is that we are selling to).*

*D1.4 Identify a slogan that could be used to help share our narrative in a simplified manner (i.e., “We have what you need, wherever you are.”).*

**D2: Ensure that all constituent groups have a complete understanding of our identity and there is a consistent message being shared and understood about who we are and what we do.**

- D2.1 Self-assess to determine the best outlet to deliver internal and external messages to various campus constituencies.*
- D2.2 Coordinate audits of the communication systems we currently use and streamline systems (getting rid of unused, utilizing ones underutilized, combining when duplicating services in different systems, etc.).*
- D2.3 Develop a simplified website that is more intuitive and information is no more than three clicks away (same as action D3.2).*
- D2.4 Self-assess to identify and understand our internal customer service environment and make recommendations for improvement.*

**D3: Disseminate the Cerritos College “brand” externally, publicizing our strengths and what makes us a first choice institution.**

- D3.1 Align departmental marketing efforts to ensure consistency with the overall Cerritos College brand identity (across social media, print media, website, etc.).*
- D3.2 Develop a simplified website that is more intuitive and information is no more than three clicks away intuitive (same as action D2.3).*
- D3.3 Strengthen the capacity of the Welcome Center to serve as a one-stop shop for information about academic programs, student support services, and campus programs.*
- D3.4 Develop a Cerritos College App (same as action D4.2).*
- D3.5 Highlight Cerritos College successes both internally and externally*
- D3.6 Post individual student success stories (i.e., pictures and bios) and college wide success stories (i.e., job placements, college admissions, etc.) throughout the campus via banners, posters and flat-screen monitors.*
- D3.7 Highlight partnerships with CSU's/UC's on the website and in our marketing materials.*
- D3.8 Increase the amount of student ambassadors used to help recruit and promote Cerritos College (i.e., Outreach and Recruitment Program, iFalcon Club).*

*D3.9 Expand advertising (e.g., FM radio) to compete more effectively with other schools.*

*D3.10 Recruit in non-traditional and/or under-developed locations (such as continuation schools, international students, city-wide events, etc.).*

**D4: Provide information delivery guidelines for employees and students to ensure information is communicated more effectively, intuitively and with ease (more consistent information flow through Cerritos College).**

*D4.1 Re-establish a master calendar accessible to all.*

*D4.2 Develop a Cerritos College App (same as action D3.4) so that all information for staff, faculty and students can be accessed via one place/app.*

*D4.3 Create protocols where none currently exist, and update current protocols to ensure that there are established pipelines for information to reach their intended audiences. Protocols needed to help communicate information more effectively.*

*D4.4 Increase communication from Vice Presidents to their area constituents.*

*D4.5 Update current protocols to ensure all email communication is reaching its intended audiences. This would include but is not limited to: ensuring shared governance committees disseminate information about their meetings, ensuring email and any other routes where information is being shared is reaching all faculty & staff, etc.*

*D4.6 Coordinate regular meetings with all off-campus facing departments/programs to ensure consistent messaging and brand identity (i.e., Public Affairs, Student Services, Community Education, Adult Education, Community Advancement, etc.).*

#### **GOAL D: POTENTIAL PERFORMANCE MEASURES**

- Community College Survey of Student Engagement (CCSSE)
- Student Perception Survey Results
- Enrollment
- Community Survey
- % of students from service area

## **GOAL E: UPGRADING EDUCATIONAL INFRASTRUCTURE**

### **CONTINUE WITH THE ONGOING MODERNIZATION OF CAMPUS BUILDINGS AND TECHNOLOGY TO ENSURE THAT ALL FACILITIES AND IT SYSTEMS ON CAMPUS MEET INDUSTRY STANDARDS.**

Cerritos College has been engaged in an ambitious modernization campaign that has transformed buildings on the campus, creating an optimal physical environment for students, faculty, and staff. Given the digital transformation of education and the expectations of today's students, it is necessary to create an enhanced digital learning environment by updating and modernizing the educational technology within these new facilities. This technology can also provide the digital platform the College requires to expand its online presence making it possible to engage students who never need visit the physical campus to pursue their education. For this reason, providing access to reliable internet, audio-visual equipment and user-friendly web-platforms is an important priority for the Cerritos College campus. Currently, many college operations are conducted across multiple software systems that do not interact with each other, creating additional work for the faculty and staff who use them. To facilitate the digital learning environment, students need a strong Wi-Fi connection across the campus but especially in essential study spots such as the Library and Success Center. Expanding the number of student services that can be accessed online rather than requiring a campus visit will further strengthen the convenience and depth of the digital environment.

As many Cerritos College students are economically disadvantaged, many may not have access to a computer / the internet at home. Instead, they rely on the school's computer labs to do their homework and access information. For these students, having ready access to on-campus computers in good working order is a necessity.

Cerritos College is continuing to work on upgrading its technology equipment and infrastructure, enabling faculty and student to keep pace with the ever expanding digital world. Updating the College's information technology resources to the industry standard among colleges will be crucial to leveling the playing field between all students at Cerritos as well as those attending other academic institutions.

## GOAL E: STRATEGIC DIRECTIONS WITH FUTURE ACTIONS

### E1: Ensure that it infrastructure (hardware and software) can meet current and future technology needs of the college.

- E1.1. Conduct a comprehensive assessment of current IT system(s) throughout the College to define current technology needs.*
- Define technology needs first and then find the technology to meet those needs.
- E1.2. Update the IT Master Plan to prioritize technology improvements and development.*
- Engage all sectors of the campus community (i.e., faculty and staff) in the technology planning process .
  - Ensure new systems will be fully integrated and reduce duplication of effort.
  - Evaluate IT capacity and plan where the IT system needs to be in five years.
- E1.3. Establish controls and protocols to ensure the sustainability of the IT system*
- Initiate contingency planning and provide backup training.
  - Strengthen security to address phishing, SPAM, and other threats.
- E1.4 Assess the capacity of the IT department (funding and staffing levels) to manage the current system and proposed acquisitions.*

### E2: Establish a decision-making framework for all technology updates and improvements.

- E2.1 Institute a more centralized technology and software development and acquisition process with the goal of realizing a campus wide system that is simpler, integrated, and user-friendly.*
- Clarify the decision-making process concerning IT software and hardware improvements.

- Institute a strong IT request and delivery system, including a technology/software clearance form.
- Establish “gatekeepers” to ensure the IT department can assess and approve prior to acquisition to prevent the independent acquisition of new software.

*E2.2 Ensure the decision-making process for technology investments is clear and equitable.*

- Establish criteria including total cost of ownership over time, funding, sustainability, and student needs.
- Ensure compliance to meet all areas of regulation, requirements, and reporting.

**E3: Support a technology-based learning environment.**

*E3.1 Strengthen the campus Wi-Fi network to ensure campus-wide access*

*E3.2 Expand computer lab hours to minimize long wait times for access to computers.*

- Increase tech support staff to identify and repair “out of order” computers.
- Find ways that different departments can pool their technology assets such as laptops and iPads.

*E3.3 Expand computer training for students, faculty and staff.*

**E4: Optimize facilities and related support services to create an accessible learning environment that is safe and secure.**

*E4.1 Maintain the safe and secure environment for the entire college community.*

- Increase outreach and communication about campus wide safety and security programs.
- Expand programs that make students feel safe
- Increase lighting during construction

*E4.2 Create a physical environment that reinforces a sense of place and facilitates social connections among students and within the college community.*

- Provide additional quiet indoor areas where students can study and relax when not in class.
- Offer students an entertainment/recreational space and lounges where students can socialize and feel connected to the college in an informal manner.

*E4.3 Identify opportunities to optimize parking facilities and services to facilitate campus mobility and security.*

#### **GOAL E: POTENTIAL PERFORMANCE MEASURES**

- Implementation of IT standards: hardware, software, support and training
- Condition of facilities
- CCSSE results/satisfaction
- Uptime reliability
- IT help: responsiveness

## **GOAL F: ENHANCING ORGANIZATIONAL EFFECTIVENESS**

### **ENHANCE ORGANIZATIONAL EFFECTIVENESS BY STREAMLINING AND SIMPLIFYING COLLEGE SYSTEMS AND PROCESSES. DIVERSIFY REVENUE SOURCES TO MAXIMIZE DISCRETIONARY FUNDING OPPORTUNITIES WHICH SUPPORT PROGRAMS OF EXCELLENCE.**

During focus groups conducted as part of the environmental scan, many participants recommended that Cerritos College reassess and streamline its operational systems and processes. Organizational processes play a critical role in the college's ability to serve the greatest number of students efficiently and effectively. Staff and faculty can optimize their attention to student teaching and services when administrative tasks are streamlined and unnecessary paperwork is eliminated by implementing updated technology and processes. Redesigning key processes and procedures is a necessary step in helping the College strengthen organizational efficiency and institutional effectiveness.

To facilitate consistent execution of existing processes, there is a need to improve documentation of procedures and processes. Others noted that some planning processes have over time grown more complex and there is a need to redesign these processes and procedures, to ensure they achieve their desired outcomes. Student Learning Outcomes was cited as an example of a process that has become increasingly complex that may no longer serve its original intended purpose. Others thought the process for hiring faculty could be enhanced by clarifying who has lead responsibility for recruitment and what hiring criteria should apply. The College has already taken steps to realign key planning processes undertaken each year, which will establish a clear set of common goals that will enhance inter-departmental coordination and collaboration.

Organizational effectiveness is also highly dependent upon maintaining a stable and resilient financial foundation. During the community outreach conducted as part of the environmental scan, fiscal resilience was identified as one of the strengths of Cerritos College. Cited as evidence was the fact that the College experienced no furloughs during the recent economic recession. In coming years, however, this reputation may be more difficult to maintain as all colleges are facing the prospect of declining high school and college enrollments along with rising costs for providing instruction. At the same time, some question the value of an investment on the part of students and their parents looking for lower cost alternatives to a traditional college education. These challenges are viewed as a threat to future funding stability of many institutions of higher education. In the case of Cerritos College, declining enrollment directly impacts its public funding

since funding from the State is based on a student enrollment formula. In the face of this fiscal reality, there is a critical need to ensure the sustainability of quality programs at Cerritos College even when State funding ebbs.

Some colleges will try to cut costs as a way to sustain themselves in a difficult economic climate. Other colleges may strategically allocate their limited resources among existing programs, favoring those that are in high demand among students and prospective employers of those students. Both approaches are needed but by themselves may not be enough. Complementing these efforts is the need to expand resources by developing new alternative funding sources. A program to diversify revenue streams will require creative, entrepreneurial thinking and action on the part of public colleges like Cerritos College.

## **GOAL F: STRATEGIC DIRECTIONS WITH FUTURE ACTIONS**

### **F1: Identify, streamline, and simplify all institutional policies, practices, procedures, and processes.**

*F1.1 Identify and document all institutional policies, practices, procedures, and processes which all new employees need to know about Cerritos College. Initiate contingency planning and provide backup training (e.g. explanation of health benefits, how to read payroll check, what/how/who, understanding union contract, understanding budgeting and FTE's, etc.).*

*F1.2 Identify and document all processes which employees need to know about their work areas.*

- PeopleSoft Training
- Rosters+, Schedules+, SARS
- Canvas
- Requisitions/LACOE
- Spendmap (student activities)

**F2: Support a strong information technology department infrastructure.**

*F2.1 Develop a process for evaluating all software requests.*

- Coordinate all software requests which connect to or from PeopleSoft in order to limit bolt-ons or other potential complexities.
- Coordinate all software requests which will require server or IT personnel support.
- Ensure 508/ADA Compliance.

*F2.2 Ensure succession planning for IT personnel to retain institutional knowledge to maintain PeopleSoft and other critical IT functions.*

**F3: Develop additional revenue streams.**

*F3.1 Explore expansion of CDCP non-credit.*

*F3.2 Grow International Student enrollment.*

*F3.3 Expand contract education and contract training programs.*

- Customized training
- Corporate college

**F4: Establish an alumni program as part of foundation outreach.**

*F4.1 Actively communicate with Alumni to enhance donations and encourage a culture of giving.*

*F4.2 Integrate fundraising into cultural and social events that engage alumni and other stakeholders of the college.*

*F4.3 Update naming fee structure for facilities.*

**F5: Explore revenue generation through real estate development/investments.**

*F5.1 Explore the potential of public-private partnerships (P3) to provide access to capital for development of mixed use facilities on or near the campus.*

*F5.2 Investigate the potential purchase of the former Habitat for Humanity property located adjacent to the campus.*

*F5.3 Explore the creation of residence halls for student living.*

**GOAL F: POTENTIAL PERFORMANCE MEASURES**

- Amount of discretionary revenue as a % of College's total budget
- # of alumni
- Level of internal giving
- # of international students



# References

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California Community Colleges Chancellor's Office Data Mart

California Community Colleges Chancellors' Office, Student Success Scorecard, 2014-15 academic year

California Community Colleges Chancellors' Office, Student Success Scorecard, 2016

California Department of Transportation, Los Angeles County Employment Forecast, 2006-2010 History, 2011-2040 Forecast. ([http://www.dot.ca.gov/hq/tpp/offices/eab/socio\\_economic\\_files/2011/Los\\_Angeles.pdf](http://www.dot.ca.gov/hq/tpp/offices/eab/socio_economic_files/2011/Los_Angeles.pdf))

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Southern California Association of Governments, 2013 Growth Forecast Projections. (<http://www.scag.ca.gov/DataAndTools/Pages/GrowthForecasting.aspx>)

Southern California Economic Summit 2016, LA County Economic Update

U.S. Census Bureau, American Community Survey 5-Year Estimates 2009-2013. (<http://www.census.gov/data.html>)

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BUSINESS

TIN

MULTI PURPOSE

# Appendix

## PLANNING LEXICON

- The **Mission** explains why the college exists. The Mission describes the overall purpose of the college.
- The **Vision** is an aspirational statement describing the college's ideal future. The vision statement describes what success will look and feel like.
- **Values** describe beliefs and attitudes that guide college decision-making.
- **Goals** are broad statements of direction.
- **Objectives** are specific targets which are measurable and time based in accordance with the description described by the goal.
- **Strategies** describe how the college will accomplish its stated goals and objectives.
- **Performance Measures** describe the college's progress toward achieving its goals and objectives and may be quantitative or qualitative in nature.
- A **Strategic Plan** provides a framework of institutional goals and strategies the college will pursue in order to achieve its envisioned future. It establishes measurable outcomes and priorities for how resources should be allocated.
- An **Educational Master Plan** is a long range, comprehensive planning document that defines overarching goals to guide development of educational programs and services.
- An **Environmental Scan** is an assessment of current conditions and trends, including community and student demographics, economics, social conditions and other factors that are likely to impact the future of the college.
- A **Program Review** is a periodic assessment and evaluation conducted by college faculty of programs provided by the college and with recommendations for future program development, faculty and staffing, facilities and equipment, technology and support services.

**2017-2023**

CERRITOS COLLEGE

**EDUCATIONAL**

**MASTER PLAN**



# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 17, 2017**

**Agenda Item No. 9**

**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

<p><b>SUBJECT:            Consideration of Approval to Amend Food Services Agreement with Fresh &amp; Natural Inc. dba Fresh &amp; Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 1.</b></p>
--

**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 May 18, 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)



**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 18, 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ **one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

DRAFT

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

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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.**

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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.

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**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”

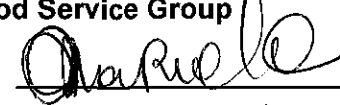
Cerritos Community College District

Fresh & Natural, Inc. dba Fresh & Natural  
Food Service Group

By:



By:



Title:

VP Business Services

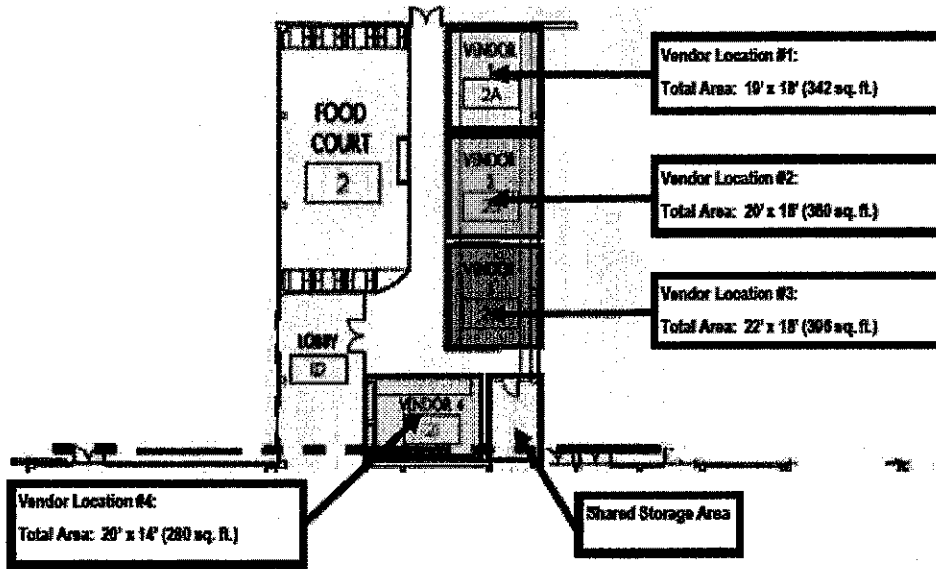
Title:

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.

*Student Center*



**Exhibit "B"**  
**Permitted Food Services**

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**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**

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Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- \* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- \* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- \* Compost all food and compostable material.
- \* Minimize use of plastic bags
- \* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- \* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.
- \* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

**Exhibit "D"**  
**Environmental Health and Safety Requirements**

---

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 17, 2017**

**Agenda Item No. 10**

**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

<p><b>SUBJECT:        Consideration of Approval to Amend Food Services Agreement with Fresh &amp; Natural Inc. dba Fresh &amp; Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 2.</b></p>
--

**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 May 18, 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)



**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 18 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ **one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

DRAFT

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

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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.

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**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”

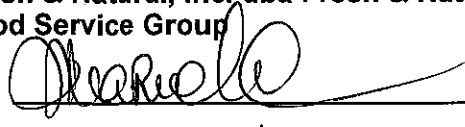
Cerritos Community College District

Fresh & Natural, Inc. dba Fresh & Natural  
Food Service Group

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



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



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

VP Business Services

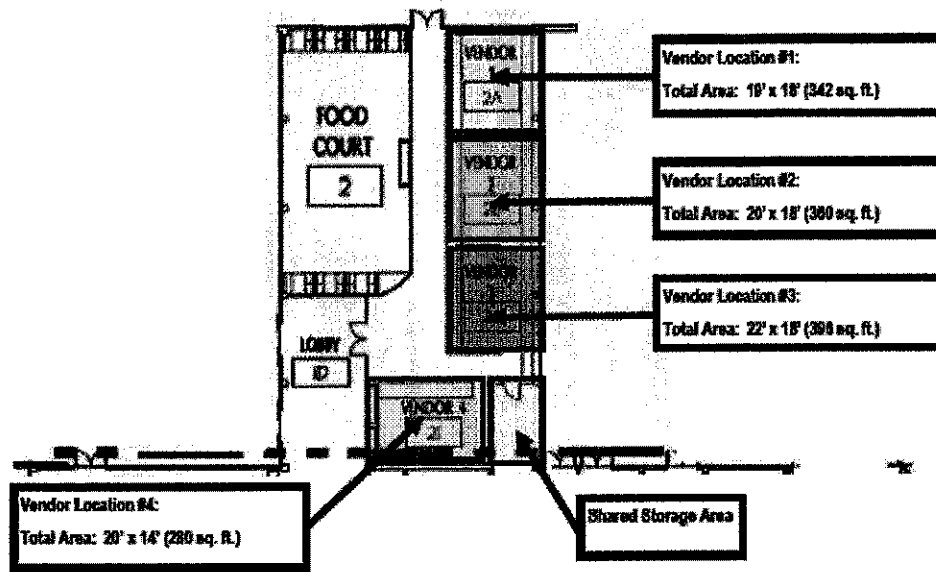
Title: \_\_\_\_\_

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.

*Student Center*



**Exhibit "B"**  
**Permitted Food Services**

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**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 of 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 17, 2017**

**Agenda Item No. 11**

**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

<p><b>SUBJECT:        Consideration of Approval to Amend Food Services Agreement with Fresh &amp; Natural Inc. dba Fresh &amp; Natural Food Service Group for the District's Campus Food Services for Vendor Location No. 7.</b></p>
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**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 May 18, 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)



**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 18, 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two (2)~~ **one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

DRAFT

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

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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.

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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.

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**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: [Signature]

By: [Signature]

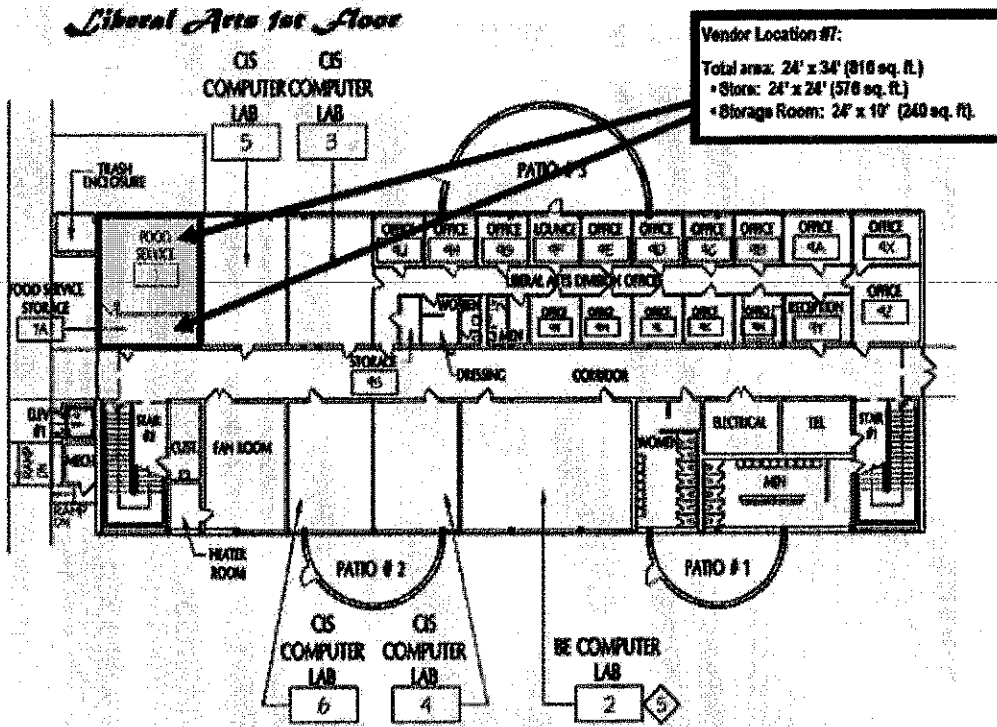
Title: 6/9/14

Title: Marie Le, President

VP Business Services

## 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**

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**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**

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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**

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Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 17, 2017**

**Agenda Item No. 12**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director of Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval to Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza &amp; Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 6.</b></p>
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**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 May 18, 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)



**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 18, 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two~~ **(2) one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

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 **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"**

**Cerritos Community College District**

By:   
Title: VP Business Services

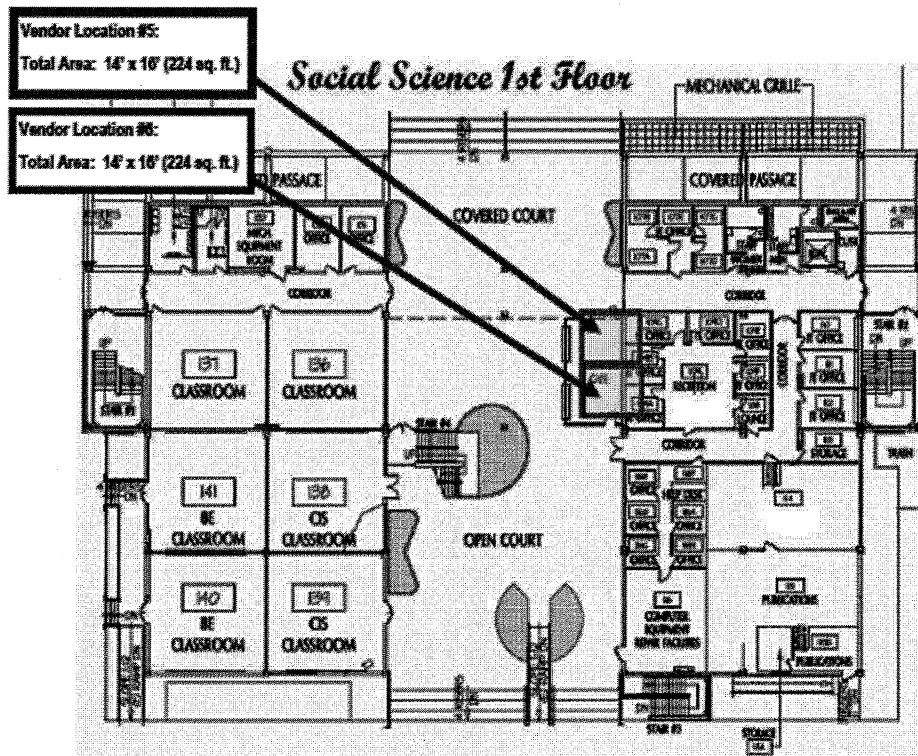
**"Vendor"**

**Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**

By:   
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 of 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 17, 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 of Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval to Amend Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza &amp; Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 8.</b></p>
---

**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 May 18, 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)



**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 18, 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two~~ **(2) one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

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 **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"**

**Cerritos Community College District**

By:   
Title: VP BUSINESS SERVICES

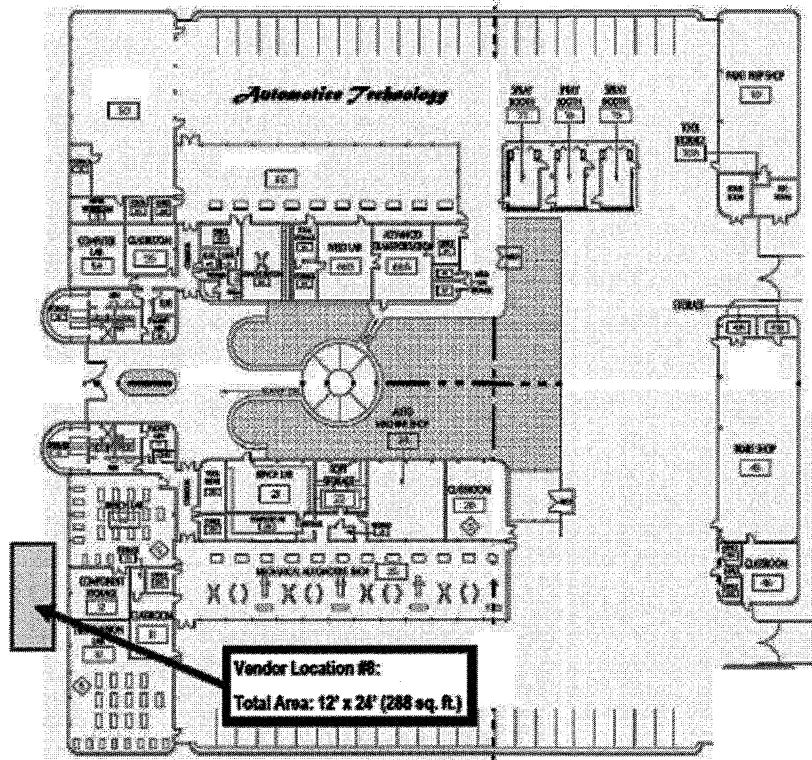
**"Vendor"**

**Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa**

By:   
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 of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

**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

<b>SUBJECT:</b> <b>Consideration of Approval to Amend Food Services Agreement with Zebra Café for the District’s Campus Food Services for Vendor Location No. 5.</b>
--

**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 May 18, 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)



## 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 18, 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~~ **May 18, 2018** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to ~~two~~ **(2) one (1)** 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.

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:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*Tax ID No.*

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.

**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

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"**

**Cerritos Community College District**

By: 

Title: VP Business Services

**"Vendor"**

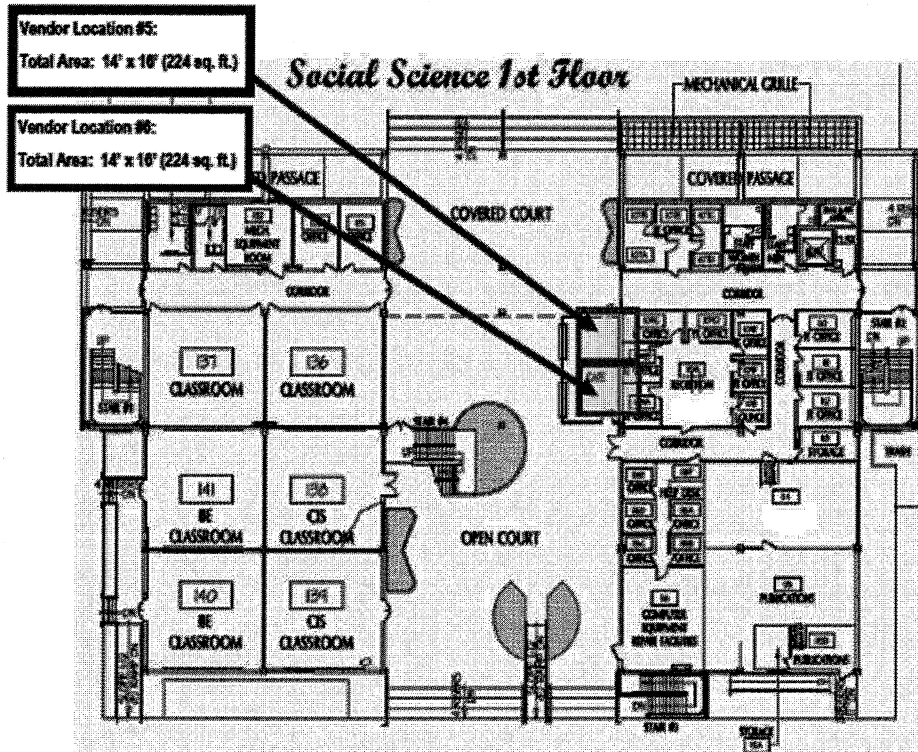
**Zebra Café**

By: 

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 of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.