

CERRITOS COLLEGE

BOARD BOOK

JUNE 5, 2019

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

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

Wednesday, June 5, 2019 at 7:00 p.m.

CALL TO ORDER: Carmen Avalos, Board President

Carmen Avalos, President
Trustee Area 2

Marisa Perez, Vice President
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

James Cody Birkey, Member
Trustee Area 3

Zurich Lewis, Member
Trustee Area 7

Dr. Shin Liu, Member
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Valery Escobar
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

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

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:
President's Office - 11110 Alondra Boulevard - Norwalk, California 90650
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX
Copies of the agenda materials are available in the President's Office and are available online at
www.cerritos.edu/board

1. **Invocation**

2. **Pledge of Allegiance**

3. **Roll Call**

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

OPEN SESSION AGENDA

4. **Institutional Presentation: Installation of 2019-2020 Student Trustee**

   Valery Escobar, Cerritos College student, will be installed as Student Trustee for the 2019-2020 school year.

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

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

6. **Institutional Presentation: Online Initiative**

   The Board of Trustees will receive an update from Dr. Michelle Lewellen, Associate Professor, Psychology regarding the college's online initiative.

CONSENT CALENDAR ITEMS

Agenda Items 7-34 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

7. **New Courses and Programs, and Modifications to Existing Courses and Programs**

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

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

   It is recommended that the Board of Trustees approve payment of stipends in the total amount of $9,820 to nursing faculty members for work which was performed August 13, 2018 through December 14, 2018 as stipulated in and funded by the RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid after work is completed.

9. **Stipend for the Chabot-Las Positas Community College District for Early Childhood Mentor Programs Grant**

   It is recommended that the Board of Trustees approve payment of a stipend to Susan Gradin in the total amount of $112.00 for work performed for the 2019 Director Mentor Symposium, as stipulated in and funded by the Chabot-Las Positas Community College District for Early Childhood Mentor Programs Grant. The Mentor Program Supplemental funds will be utilized for this expenditure. No general funds will be used. The work was completed February 16, 2019.

10. **Stipends for Strong Workforce Regional Project**

    It is recommended that the Board of Trustees approve payment of a stipend in the amount of $5,000 for lead faculty, Gabriela Barrera de Contreras, for participating in the Strong Workforce Regional project. This stipend amount is to be paid for work performed from August 13, 2018 through December 14, 2018. Strong Workforce noncredit regional project funds will be utilized for this expenditure. No general funds will be used. The stipend will be paid upon completion of the work and activities.

11. **Stipend for Faculty Assisting with Tutor Training for Spring 2019**

    It is recommended that the Board of Trustees approve a stipend of $225 for faculty member, Lee Anne McIlroy, who helped train Success Center tutors. Coordination with faculty members in this way ensures that tutors continue to develop content knowledge in their field. No general funds will be used. Basic Skills Initiative funds will be utilized.

12. **Stipend for the Faculty Entrepreneurship Champion Mini-Grant Project 2018-2019**

It is recommended that the Board of Trustees approve payment of stipends in the total amount of $5,900 for Business Administration faculty upon completion of work that will be performed January 1, 2019 through June 30, 2019 as stipulated in, and funded by, the Faculty Entrepreneurship Champion Mini-Grant. The Faculty Entrepreneurship Champion Mini-Grant will be utilized for this expenditure. No general funds will be used. Stipends will be paid after work is completed.

13. **Embedded Tutoring Program Stipends for Spring 2019**

It is recommended that the Board of Trustees approve stipends for faculty members who participated in the Embedded Tutoring program in Spring 2019. Instructors attend training sessions and met with tutors. The coordination between classroom instructors and tutors provides integrated support for students and facilitates student success. Basic Skills Initiative funds will be utilized for the stipends. General funds will not be utilized.

14. **Award Master Architectural/Engineering Services Agreement and Project Assignment Agreement No. 1 with The Hill Partnership, Inc. dba HPI Architecture for Architectural Services for the New Student Services and Administration Building**

It is recommended that the Board of Trustees authorize and approve Cerritos College to take the following action:

1. Approve the award of contract and authorize Cerritos College to negotiate and enter into a Master Architectural/Engineering Services Agreement ("Master Agreement") with The Hill Partnership, Inc. dba HPI Architecture of Newport Beach, California for the purpose of providing architectural services pursuant to Request for Qualifications/Request for Proposal (RFQ/RFP) No. 18P001, Architectural Services for the New Student Services and Administration Building.

2. Approve the award of contract and authorize Cerritos College to negotiate and enter Project Assignment Agreement No. 1 with The Hill Partnership, Inc. dba HPI Architecture of Newport Beach, California in the amount of $4,998,499 for the purpose of architectural, design, and engineering services for the completion of the Student Services and Administration Building.

There is no fiscal impact to the District for entering into a Master Architectural/Engineering Services Agreement ("Master Agreement"). Future Project Assignment Agreements may be drafted on an as-needed basis, if required. Project Assignment Agreements are governed by the terms and conditions of the Master Agreement.

15. **Ratification of Acceptance of Gift**

It is recommended that the Board of Trustees ratify the acceptance of a 2017 Nissan Sentra on behalf of Cerritos College. There is no cost to Cerritos College for the donated items.

16. **Purchase Orders for the Month of April 2019**

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

17. **Contracts for the Month of April 2019**

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

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

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

19. **Sub-Contractor Agreement with Southern Kern Unified School District on behalf of Rosamond High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

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

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

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

21. **Ratification to Amend the Agreement with Yosemite Community College District for the Child Development Training Consortium**

    It is recommended that the Board of Trustees ratify the amendment to the agreement with Yosemite Community College District for the Child Development Training Consortium. The total revised contract sum shall be for the not-to-exceed amount of $27,425; the agreement is being amended to include and additional payment augmentation to Cerritos College for $2,425. This is a revenue generating agreement whereby funding is provided by the Child Development Training Consortium.

22. **Ratification for Revision to the Contract with SIRSI Corporation for the SirsiDynix Library Automation System**

    It is recommended that the Board of Trustees ratify the revision to the agreement with SIRSI Corporation to provide the SirsiDynix Library Automation System. The total contract sum shall remain at the not-to-exceed amount of $161,523. This amount will be paid over the three year term of the agreement; the three year cost reflects a 2.9% increase in the first year, a 3.9% increase in the second year, and a 3.9% increase in the third year. Funding for this contract will be allocated from Vintage funds.

23. **Ratification of Amendment with Social Enterprises, Inc. for Event Planning and Management for the Advanced Transportation Summit**

    It is recommended that the Board of Trustees ratify the amendment to the agreement with Social Enterprises, Inc. for event planning and management for the Advanced Transportation Summit. The contract shall be for the new not-to-exceed amount of $65,000; funding is made possible through Cerritos College's Sector Navigator grant agreement with the California Community Colleges Chancellor's Office.

24. **Ratification of the Amendment to the Agreement for the Clean Fuels Transportation Pilot Career Opportunity Training Plan (No. 600-16-005)**

    It is recommended that the Board of Trustees ratify the amendment to the agreement for the Clean Fuels Transportation Pilot Career Opportunity Training Plan (No. 600-16-005) to increase the awareness of careers for high school students in the field of clean transportation. Cerritos College will receive additional funding in the amount of $1,000,000, which will bring the new contract total to $2,000,000; funding is made possible through Cerritos College's agreement with the State Energy Resources Conservation and Development Commission.

25. **Make Budget Transfers and Budget Adjustments**

    It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Restricted General Fund, Other Special Revenue Fund, Other Special Revenue Fund - Vintage/Economic Development/Culinary Arts, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund ending balance.

26. **Authorize the Los Angeles County Superintendent of Schools to make Budget Appropriation Transfers as needed at the close of the school year 2018-19 per Education Code 85201**

    It is recommended that the Board of Trustees authorize the Los Angeles County Office of Education to make appropriation transfers as needed for the end of the Fiscal Year, June 30, 2019 per Education Code 85201. No general funds will be used.

27. **Cerritos College 2021-2025 Five-Year Construction Plan (5YCP)**

    It is recommended that the Board of Trustees approve Cerritos College's 2021-2025 Five-Year Construction Plan (5YCP). There is no financial impact to the unrestricted general fund. Funding is provided by the State Capital Outlay and local bond funds.

28. **Resolution No. 19-0605A District Appropriations Limit for 2019-20 per Article XII-B of the California Constitution (Gann Limit) Which Requires the Board of Trustees to Adopt the Appropriation Limit on "Proceeds of Taxes" Revenues for Public Agencies**

    It is recommended that the Board of Trustees approve Resolution No.19-0605A District Appropriations Limit for 2019-20 per Article XII-B of the California Constitution (Gann Limit). No general funds will be used.

29. **Resolution No. 19-0605B to Authorize Temporary Interfund Cash Borrowing for the District for Fiscal Year 2019-20**

    It is recommended that the Board of Trustees approve the attached Resolution No.19-0605B to authorize temporary borrowing of cash between District funds to meet any cash flow shortages that may occur during Fiscal Year 2019-20. No general funds will be used.

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

    Doucette, Eric, Instructor (Business Communications Office Technology), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

    Contreras, Anne, Instructor (Dental Assisting), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

    _____, Instructor (Nursing), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

    _____, Instructor (Nursing Simulation), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

    _____, Instructor (Physical Therapist Assistant), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

    Brooke Hanniff, Instructor (Speech Communications), Column B, Step 3, Faculty Salary Schedule ($67,871.00/annual), 10-School Month Contract, effective August 19, 2019.

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

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

32. **Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 & 2019-2020 Academic Year**

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

33. **Ratification to Extend Temporary Management "Out-of-Classification" Assignment**

It is recommended that the Board of Trustees extend a temporary "out-of-classification" assignment for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications, and Shawna Baskette, Dean of Academic Success to perform additional responsibilities effective July 1, 2019, for a period not to exceed June 30, 2020, or until the full-time position is filled, whichever occurs first. No fiscal impact. The Dean of Academic Affairs position is vacant.

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

It is recommended that the Board of Trustees approve the addition of Short-Term Hourly job classification of Assistant Warehouseperson to the Short-Term Hourly Salary Schedule. It is recommended to add the short-term hourly job classification of Assistant Warehouseperson with the hourly rate of $15.00 to the Short Term Hourly schedule. The cost to be borne entirely by the hiring department's annual budget.

INFORMATION ITEMS

Agenda Items 35-38 are presented as an Information Items.

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

The Board of Trustees will review the April 22, 2019 and May 6, 2019 College Coordinating Committee Minutes.

36. **Information Item: Citizens' Bond Oversight Committee 2017-18 Annual Report to the Board of Trustees**

The Board of Trustees will review the Citizens' Bond Oversight Committee 2017-18 Annual Report to the Board of Trustees.

37. **Information Item: Partnership for Adult and Academic Career Education (PAACE) Three-Year Plan: 2019-2022**

The Board of Trustees will review the Partnership for Adult and Academic Career Education (PAACE) Three-Year Plan: 2019-2022.

38. **Information Item: Associated Students Cerritos College (ASCC) Financial Report for the Period Ending March 31, 2019**

The Board of Trustees will review the **Associated Students Cerritos College (ASCC) Financial Report for the Period Ending March 31, 2019**

ADMINISTRATIVE ITEMS

Agenda Items 39-40 are presented as Administrative Items.

39. **Consideration of Approval of the 2019 Facilities Master Plan**

    It is recommended that the Board of Trustees approve the 2019 Facilities Master Plan (FMP). Funding is from the GO Bond.

40. **Consideration of Approval of Naming of Facility: John J. DeMott Lobby and John J. DeMott Endowed Scholarship**

    It is recommended that the Board of Trustees approve the naming of the rear lobby of the Fine Arts building. The Donors propose to create an endowed scholarship of $25,000 (payments over the next five years). Donors will supplement the endowment with a planned gift of $50,000 at the end of their lives.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

41. **Liability Claims - Significant exposure to litigation pursuant to Government Code Section 54956.9 paragraph (3) of subdivision (e)**
    Claimant: Hector Zamora
    Agency Claimed Against: Cerritos Community College District

42. **Public Employee Discipline/Dismissal/Release (GC #54957)**
    A. Case #: 92671107

43. **Public Employee Employment (GC #54957)**
    A. Executive Director, Foundation and Institutional Advancement
    B. Assistant Director, Admissions and Records
    C. Extension of Temporary Contract of Acting Dean of Disabled Student Programs and Services (DSPS)
    D. Extension of Employment Contracts
        a. Director, Human Resources and Risk Management
        b. Captain, Campus Police Services
        c. Instructional Dean, Liberal Arts
        d. Operations Manager
        e. Instructional Dean, Science, Engineering, Mathematics

44. **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)

45. **Reconvene to Open Session**

46. **Adjournment**

The Next Study Session of the Board of Trustees is set for Wednesday, June 19, 2019 at 7:00 p.m.

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 31, 2019 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 7

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

ATTACHMENT(S)
New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of June 5, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Curriculum Committee		2019-2020 Curriculum Calendar	April 25, 2019
New	Curriculum Committee		Adding financial aid and adult education as a non-voting member in the curriculum committee.	April 25, 2019
New course	Liberal Arts	CHIN 103 - Introduction to Business Chinese Units: 3 Hours: 3 Lecture Prerequisite: None Corequisite: None Recommendation: None Class size: 30	To meet students' needs for business communication skills in Chinese, the course is designed to help students acquire the commensurate knowledge of Chinese language and culture necessary to conduct business interactions and exchanges in and with China through business-oriented situational dialogues.	April 11, 2019
New course	Business, Administration	AJ 113 - Report Writing Procedures Units: 3 Hours: 3 Lecture Prerequisite: None Corequisite: None Recommendation: ENGL 52, or ENGL 72, or ESL 152, or READ 54, or Completion of the English placement/assessment process with eligibility for ENGL 100, AND READ 97, or READ 102, or Completion of the Reading placement/assessment process with eligibility as "Reading Exempt". Class size: 30	New course replacing AJ 91 to be CSU transferable.	April 11, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New course	Health, Physical Education, Dance, and Athletics	HED 102 – Introduction to Public Health (Cross-listed with HO 102) Units: 3 Hours: 3 Lecture Prerequisite: None Corequisite: None Recommendation: None Class size: 35	The Introduction to Public Health class will fulfill one of the required core classes for the Associate in Science-Transfer Degree in Public Health. This course will provide an overview of the functions of various public health professions and institutions, and an in-depth examination of the core public health disciplines.	April 25, 2019
New Course	Health Occupations	HO 102 – Introduction to Public Health (Cross-listed with HED 102) Units: 3 Hours: 3 Lecture Prerequisite: None Corequisite: None Recommendation: None Class size: 35	The Introduction to Public Health class will fulfill one of the required core classes for the Associate in Science-Transfer Degree in Public Health. This course will provide an overview of the functions of various public health professions and institutions, and an in-depth examination of the core public health disciplines.	April 25, 2019
New Course	Health Occupations	HO 103 – Health and Social Justice Units: 3 Hours: 3 Lecture Prerequisite: None Corequisite: None Recommendation: RECOMMENDATION: ENGL 52, or ENGL 72, or ESL 152, or equivalent with a grade of “C” or higher or “Pass”, **OR** completion of the assessment/placement process	The Introduction to Public Health class will fulfill one of the required core classes for the Associate in Science-Transfer Degree in Public Health. This course will provide an overview of the functions of various public health professions and institutions, and an in-depth examination of the core public health disciplines.	April 25, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		with eligibility for ENGL 100.Class size: 35		
Modification	Liberal Arts	CHIN 101 – Elementary Chinese *Proposed title: Elementary Chinese I*	Updating title to course.	April 11, 2019
Modification	Liberal Arts	CHIN 102 –Elementary Chinese *Proposed title: Elementary Chinese II*	Updating title to course.	April 11, 2019
Modification	Liberal Arts	ENGL 155 – Technical Writing	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 221A – Literature in the Bible, Hebrew Scriptures	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 221B – Literature in the Bible, Christian Scriptures	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 222 – Children's Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 223 – Chicana/o Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 224 – Native American Literature	Adding distance education option	April 11, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	ENGL 226 – African – American Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 228 – Shakespeare's Play	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 230A – Introduction to American Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 230B – Introduction to American Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 232 – Readings in Poetry	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 233 – Readings in the Novel	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 234 – Readings in Short Fiction	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 235 – Readings in the Drama	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 236 – Studies in Women's Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 237 – Asian American Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 239 – Literature of India	Adding distance education option	April 11, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	ENGL 240 – Creative Writing	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 241 – Screenwriting	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 242 – Writing Poetry	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 243 – Playwriting	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 244 – Writing Short Fiction	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 245 – World Mythology as Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL247 – Writing Creative Nonfiction	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 248A – Masterpieces of World Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 248B – Masterpieces of World Literature	Adding distance education option	April 11, 2019
Modification	Liberal Arts	ENGL 250 – Advanced Creative Portfolio	Adding distance education option	April 11, 2019
Modification	Technology	WMT 237 - Traditional American Furniture	Top Code Alignment	April 25, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of June 5, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Health Occupations	CDEC 133 - Experiences/Math & Science	Adding distance education as an option	April 25, 2019
Modification	Science, Engineering, and Math	ESCI 106 – Weather and Climate	Adding distance education as an option	April 25, 2019
Modification	Business, Humanities, and Social Sciences	RE 50 – Introduction to Real Estate Application *Proposed new title: Computer Application in Real Estate*	Updating Course title	April 25, 2019
Modification	Health, Physical Education, Dance, and Athletics	HED 202 – Health System and Perspectives	Adding distance education option	April 25, 2019
New Program	Health Occupations	Child Development Core – Certificate of Achievement (CTE)	The Core Certificate is the springboard for the Child Development Permit granted by the California Commission on Teacher Credentialing and entitles the holder to teach in state and federally funded programs. This is an expanded career choice and has levels of advancement including the AA and AS-T degree.	April 25, 2019
New Program	Health Occupations	Child Development Core Plus – Certificate of Achievement (CTE)	The Core Certificate is the springboard for the Child Development Permit granted by the California Commission on Teacher Credentialing and entitles the holder to teach in state and federally funded programs. This is an expanded career choice and has levels of advancement including the AA and AS-T degree.	April 25, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New Program	Health, Physical Education, Dance, and Athletics	Public Health Science – Associate in Science for Transfer	The Associate in Science Degree for Transfer (AS-T in Public Health Education) is a special degree offered at California Community Colleges. Students who earn an AS-T degree in Public Health Education will be prepared to transfer and are guaranteed admission to a campus within the California State University (CSU) system in Health Science or a similar major, although not necessarily to a specific campus.	April 25, 2019
Modification	Business, Administration	Administration of Justice – Associate in Science for Transfer	Adding AJ 113 as an option	April 11, 2019
Modification	Business, Administration	Administration of Justice – Associate in Arts	Replacing AJ 91 with AJ 113	April 11, 2019
Modification	Liberal Arts	Chinese – Associate in Arts	Updating title to CHIN 101 and CHIN 102; adding new co April 11, 2019urse CHIN 103.	April 11, 2019
Modification	Curriculum Committee	• Art and Culture – Associate in Arts • Communication– Associate in Arts • Culture & Society – Associate in Arts • Earth & Space Sciences – Associate in Arts • Historical Perspectives – Associate in Arts • Literature and Languages – Associate in Arts	New courses will be added to LAS degrees. Old courses will be removed from LAS degrees.	April 25, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		• Self-Development and Social Behavior – Associate in Arts • Social and Behavioral Science – Associate in Arts • Visual Communication – Associate in Arts		
Modification	Technology	Machine Tool Technology: Tool and Die Maker Option – Certificate of Achievement	ENGT 258 Tools and Fixtures Applications Using Solid Modeling will be removed since the course contents are also covered in two other required courses, MTT 62 Fixture Tooling and ENGT 259 SolidWorks Introduction.	April 25, 2019
Modification	Technology	Machine Tool Technology - Numerical Control Tool Programmer Option – Certificate of Achievement	MTT 75and MTT 93L is no longer offered because industrial demands for GibbsCAM programmers has decreased over the last three years while MasterCAM software as taught in MTT 52, 59, and 278 remains in high demand.	April 25, 2019
Modification	Technology	Machine Tool Technology - Numerical Control Tool Programmer Option – Associate in Arts	MTT 75and MTT 93L is no longer offered because industrial demands for GibbsCAM programmers has decreased over the last three years while MasterCAM software as taught in MTT 52, 59, and 278 remains in high demand.	April 25, 2019
Modification	Technology	Industrial Arts Education – Associate in Arts	Photo100 will be removed since this course was specific design for Photography major and no longer align with the main objective of the Industrial Arts Education is preparing students for industrial career technical education.	April 25, 2019
Modification	Business, Humanities, and Social Sciences	California Real Estate – Certificate of Achievement	Updating course title to RE 50 and updating units to ACCT 101	April 25, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of June 5, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Real Estate – Associate in Arts	Updating course title to RE 50	April 25, 2019
Modification	Business, Humanities, and Social Sciences	Real Estate – Certificate of Achievement	Updating course title to RE 50	April 25, 2019
Inactivation	Technology	WMT 235 – Windsor Chair	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	WMT 287 – 5-Axis CNC Woodworking	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	MTT 50 – CNC Shop Math	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	MTT 75 – GibbsCam Multi-Axis Machining	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	MTT 77 – GibbsCam Turning	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	MTT 93L – Virtual Gibbs Turning	Course will no longer be offered.	April 25, 2019
Inactivation	Technology	MTT 177 – Virtual Gibbs Laboratory	Course will no longer be offered.	April 25, 2019

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean, Health Occupations

Rebecca Orozco
Assistant Director of Nursing Program

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

ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of $9,820 to nursing faculty members for work which was performed August 13, 2018 through December 14, 2018 as stipulated in and funded by the RFA #18-300 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT

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

REPORT SUMMARY

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

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

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

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

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

- Kelli Brooks $3,000

Simulation Specialist scenarios at $80/hour performed by:

- Jim Robbins $2,640 (33 hours)

Faculty Workshops at $75/hour performed by:

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

Faculty Workshops at $70/hour performed by:

- Lizette Veloz-Rendon $700 (10 hours)

Faculty Workshops at $60/hour performed by:

- Rachel Hively $480 (8 hours)

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean, Health Occupations

Susan Gradin
Program Director, Child Development

SUBJECT: Consideration of Approval of Stipend for the Chabot-Las Positas Community College District for Early Childhood Mentor Programs Grant

ACTION

It is recommended that the Board of Trustees approve payment of a stipend to Susan Gradin in the total amount of $112.00 for work performed for the 2019 Director Mentor Symposium, as stipulated in and funded by the Chabot-Las Positas Community College District for Early Childhood Mentor Programs Grant.

FISCAL IMPACT

The Mentor Program Supplemental funds will be utilized for this expenditure. No general funds will be used. The work was completed February 16, 2019.

REPORT SUMMARY

Funds from the Early Childhood Mentor Program Grant, funded by the Chabot-Las Positas Community College District, have been used to sponsor a symposium for area Director Mentors. The symposium was planned and hosted by the Director Mentors of the Cerritos/Rio Hondo/Long Beach Region and Susan Gradin, Regional Coordinator.

The symposium topic was "Leading the Way: Providing Direction and Engagement for Your ECE Team." As the Regional Coordinator, Susan Gradin's scope of work included facilitating and supervising the development, advertising, and implementation of the symposium which was attended by approximately 100 participants. Additionally, Ms. Gradin compiled participant surveys to provide feedback for future symposiums.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Graciela Vasquez
Associate Dean
Adult Education & Diversity Programs

SUBJECT: Consideration of Approval of Stipends for Strong Workforce Regional Project

ACTION
It is recommended that the Board of Trustees approve payment of a stipend in the amount of $5,000 for lead faculty, Gabriela Barrera de Contreras, for participating in the Strong Workforce Regional project. This stipend amount is to be paid for work performed from August 13, 2018 through December 14, 2018.

FISCAL IMPACT
Strong Workforce noncredit regional project funds will be utilized for this expenditure. No general funds will be used. The stipend will be paid upon completion of the work and activities.

REPORT SUMMARY
As part of the regional Strong Workforce initiative, Cerritos College noncredit program is a funded partner to provide basic skills and educational training support to credit CTE programs at the college.

Lead faculty member, Gabriela Barrera de Contreras, is required to participate in regional meetings, provide technical assistance and feedback to the regional group, facilitate campus meetings with noncredit and credit faculty, and develop noncredit curriculum and programs as identified below for a stipend of $5,000.

Strong Workforce grant-approved project activities include the following:

- Prepare draft curriculum for new Workforce Preparedness Certificate. Met with faculty to collect input (Completed December 14) – 6 hours
- Prepare draft curriculum for new Occupational Training and Career Skills Certificate (Completed December 14) – 5 hours
- Meeting with faculty to develop OSHA course lesson plan and OER student materials (Completed by October 12) – 6 Hours
- Finalized Energy Certificate offerings and met with faculty to review curriculum and lesson planning (Completed September 10) – 4 hours
- Coordinated administration of Automotive noncredit program. Included facilitation, scheduling, and support for noncredit automotive course and credit by exam for noncredit course. (August 13 – December 14) – 5 Hours

- Attend training regional training provided by Mt. SAC, campus lead for noncredit Strong Workforce project (Meetings held Oct 9, Oct 26, Nov 7, Nov 14; Trainings held Nov 8 and 9) – 8 Hours
- Meetings with credit faculty to continue to grow non-credit to CTE partnership. Meetings with various departments: Health Occupations, Business, English and Math (Completed November 30) – 10 Hours
- Meetings with community and industry partners to collaborate on noncredit offerings and curriculum. Two meetings with DWP liaison, meeting with LAOCRC, and meeting NOCROP (Completed November 27, 2018) – 6 hours

In her capacity as lead faculty member of the noncredit Strong Workforce project, Ms. Barrera de Contreras will continue to meet and train with other community colleges to assess regional needs with the outcome of developing noncredit basic skills and/or CTE programs that address student needs.

The following lead instructor is to receive stipends for the Strong Workforce Regional project:

- Gabriela Barrera de Contreras (Lead) $5,000 (50 hours @ $100/hr)

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Kaitlin Scott
Librarian

Shawna Baskette
Dean of Academic Success, Library

SUBJECT: Consideration of Approval of Stipend for Faculty Assisting with Tutor Training for Spring 2019

ACTION

It is recommended that the Board of Trustees approve a stipend of $225 for faculty member, Lee Anne McIlroy, who helped train Success Center tutors. Coordination with faculty members in this way ensures that tutors continue to develop content knowledge in their field.

FISCAL IMPACT

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

REPORT SUMMARY

The College Committee on Developmental Education sponsors several projects that support the action plan developed in response to the California Basic Skills Initiative. Upon completion of tutor training facilitation, which ensures that tutors continue to develop content knowledge in their field, Lee Anne McIlroy is eligible for a stipend in the amount of $225. This coordination will provide information to better serve the needs of the basic skills math and English students.

Lee Anne McIlroy was eligible to receive $75 per tutor training session for a total of $225.

- January 25, 2019 Review of common struggles students face when learning English
- February 8, 2019 Review of grammatical diagnostic and strategies for working with English language learners
- April 12, 2019 Review of practice grammar exam and discussion of thesis statement writing strategies

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Rachel Mason
Instructional Dean, Business,
Humanities, and Social Sciences

SUBJECT: Consideration of Approval of Stipend for the Faculty Entrepreneurship Champion Mini-Grant Project 2018-2019

ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of $5,900 for Business Administration faculty upon completion of work that will be performed January 1, 2019 through June 30, 2019 as stipulated in, and funded by, the Faculty Entrepreneurship Champion Mini-Grant.

FISCAL IMPACT

The Faculty Entrepreneurship Champion Mini-Grant will be utilized for this expenditure. No general funds will be used. Stipends will be paid after work is completed.

REPORT SUMMARY

This stipends will be utilized to fund faculty research and development of a Small Business and Entrepreneurship pathway from a certificate to AA degree, and through to a BA degree at Northwood University. This includes evaluation and marketing, meeting with students, creating interest and cohort lists, and exploration of internship opportunities in accordance with the grant work plan.

The grant-approved activities include:

- Creation of a new certificate and AA degree in Entrepreneurship and Innovation
- Development of an Entrepreneurship course and capstone (Entrepreneurship and Innovation) course
- Development of an App Development course for Entrepreneurs
- Work through the curriculum approval process
- Develop and implement a marketing program to promote the new courses, certificate and AA degree

These resources are intended to maximize the development of the Entrepreneurship and Innovation program to ensure that a clear pathway to completion exists, and is clearly defined for students to facilitate completions. These resources are needed to fully research, develop, and implement the Entrepreneurship and Innovation program to maximize student understanding, participation, and successful completion.

- Wendy Wright $2,950
- Cindy Moriarty $2,950

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No.13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Kaitlin Scott
Librarian

Shawna Baskette
Dean of Academic Success, Library

SUBJECT: Consideration of Approval of Embedded Tutoring Program Stipends for Spring 2019

ACTION
It is recommended that the Board of Trustees approve stipends for faculty members who participated in the Embedded Tutoring program in Spring 2019. Instructors attend training sessions and met with tutors. The coordination between classroom instructors and tutors provides integrated support for students and facilitates student success.

FISCAL IMPACT
Basic Skills Initiative funds will be utilized for the stipends. General funds will not be utilized.

REPORT SUMMARY
Faculty were provided with the opportunity to attend up to three training meetings for embedded tutoring:

- February 11: Introduce best practices in utilizing embedded tutors in the classroom.
- March 25: Mid-semester check-in to assess utilization of embedded tutors, share information and strategies, and answer questions.
- May 6: End of semester followup to assess benefits and challenges faculty experienced with embedded tutoring to improve the program.

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

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

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

Faculty	Stipend	Sections with Embedded Tutor	Meetings attended
Lynn Serwin	$450	2	
Chad Greene	$525	2	3/25/19
Judith Crozier	$225	1	
Lee Anne McIlroy	$675	3	
Lydia Alvarez	$450	2	
Nancy Spradlin	$450	2	
Damon Cagnolatti	$450	2	
Sheila Hill	$450	2	
Sally Havice	$525	2	5/6/19
Tatiana Roque	$450	2	
Mojdeh Nikdel	$675	3	
Rachel Martinez	$300	1	3/25/19
Daniela Cortez	$675	3	
Angela Conley	$900	4	
Lisa Perez	$525	2	3/25/19
Fuze (Mike) Huang	$225	1	
Scott O'Neil	$225	1	
Basirat Alabi	$300	1	3/25/19
Jeff Ramdass	$225	1	
Joshua Hayter	$225	1	
Kimberly Duff	$225	1	
Solomon Namala	$675	3	
Walter Fernandez	$675	3	
Jaclyn Ronquillo	$225	1	
Timothy Chatman	$225	1	
Totals:	**$10,950**	**45**	

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval to Award Master Architectural/Engineering Services Agreement and Project Assignment Agreement No. 1 with The Hill Partnership, Inc. dba HPI Architecture for Architectural Services for the New Student Services and Administration Building.**

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to take the following action:

1. Approve the award of contract and authorize Cerritos College to negotiate and enter into a Master Architectural/Engineering Services Agreement ("Master Agreement") with The Hill Partnership, Inc. dba HPI Architecture of Newport Beach, California for the purpose of providing architectural services pursuant to Request for Qualifications/Request for Proposal (RFQ/RFP) No. 18P001, Architectural Services for the New Student Services and Administration Building.

2. Approve the award of contract and authorize Cerritos College to negotiate and enter Project Assignment Agreement No. 1 with The Hill Partnership, Inc. dba HPI Architecture of Newport Beach, California in the amount of $4,998,499 for the purpose of architectural, design, and engineering services for the completion of the Student Services and Administration Building.

FISCAL IMPACT

There is no fiscal impact to the District for entering into a Master Architectural/Engineering Services Agreement ("Master Agreement"). Future Project Assignment Agreements may be drafted on an as-needed basis, if required. Project Assignment Agreements are governed by the terms and conditions of the Master Agreement.

The total contract sum for Project Assignment Agreement No. 1 is for the not-to-exceed amount of $4,998,499; the breakdown of the fees are as follows: a fixed fee of $4,620,000 for basic services and $239,899 for extra services, plus a not-to-exceed amount of $138,600 for reimbursable expenses. Funding for the agreement will be allocated from the GO Bond.

REPORT SUMMARY
On December 19, 2018, Cerritos College released Request for Qualifications/Request for Proposals (RFQ/RFP) No. 18P001, Architectural Services for the New Student Services and Administration Building. The purpose of the solicitation was to establish an agreement for architectural and engineering services with a firm for the design, approvals, construction administration and certification of the New Student Services & Administration Building.

The firm selected will enter into a contract with the College through the College's standard Master Architectural/Engineering Services Agreement ("Master Agreement"), followed by a Project Assignment Agreement for the New Student Services & Administration Building project. The Master Agreement was developed by the College to standardize architectural and engineering services contracts and contains the general terms and conditions under which Project Assignment Agreements are executed.

In addition to public advertisement in a newspaper of general circulation and posting on the Purchasing Department website, Purchasing reached out to 134 firms on the College's vendor list.

Twenty-one (21) firms submitted qualification and proposal submittals by the deadline date on January 31, 2019. Upon evaluation of the submittals received, five architectural firms were shortlisted by the technical evaluation committee, and subsequently interviewed by the interview evaluation committee during the months of February and March. The five shortlisted architects who were interviewed include the following:

- DLR Group, Inc., Los Angeles, CA
- M. Arthur Gensler, Jr. & Associates, Inc. ("Gensler"), Los Angeles, CA
- HMC Group dba HMC Architects, Ontario, CA
- The Hill Partnership, Inc. dba HPI Architecture, Newport Beach, CA
- Sillman Wright Architects, San Diego, CA

Upon completion of Cerritos College's due diligence review, the college finds that contracting with The Hill Partnership, Inc. dba HPI Architecture through a Master Agreement for Architectural/Engineering Services and a Project Assignment Agreement is in the best interest of Cerritos College.

Cerritos College is recommending that the Board of Trustees award and authorize the college to negotiate and enter into the above-referenced agreements with The Hill Partnership, Inc. dba HPI Architecture for architectural services for the New Student Services & Administration Building project.

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

ATTACHMENT(S)
Contract No. 18P001 – The Hill Partnership, Inc. dba HPI Architecture, Master Architectural/Engineering Agreement
Contract No. 18P001-01 – The Hill Partnership, Inc. dba HPI Architecture, Project Assignment Agreement No. 1

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT,

CONTRACT NO. 18P001

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE HILL PARTNERSHIP, INC. DBA HPI ARCHITECTURE

DATED

JUNE 6, 2019

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **June 6, 2019** by and between the **Cerritos Community College District** ("DISTRICT") and **The Hill Partnership, Inc. dba HPI Architecture** ("ARCHITECT"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **June 6, 2019**, entitled "Master Architectural Services Agreement", Contract No. **18P001** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary architectural, design, and engineering services for the completion of the **Student Services & Administration Building** which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, the initial Recitals of the Agreement require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, ARCHITECT's project number, basis of compensation (if different than the AGREEMENT), and any additional Basic Services that will be performed by the ARCHITECT in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. ARCHITECT shall provide architectural and engineering services for the following PROJECT:

1) A new LEED certified Student Services & Administration Building (SSA) of approximately 57,094 assignable square feet (asf) and approximately (TBD) gross square feet (gsf) and site related improvements. SSA will be sited north of the existing Falcon Square, east of the existing Administration Building, and west of the existing Gymnasium. The SSA will be developed in general compliance with a Project Program previously established and confirmed or further developed as a part of the ARCHITECT's services as defined herein.

2) The Construction Rough Order of Magnitude for the SSA is $66,000,000.00. The Approved BUDGET, as referenced in Article IV, Paragraph 2 of the AGREEMENT, inclusive of currently anticipated site development costs to be determined upon ARCHITECTS's Schematic Design estimate, collaborated with the District's estimate.

3) Demolition of the existing Burnight Theater/Center, existing Bookstore, and existing Public Affairs/Foundation Office building, including related site improvements and the removal and capping of existing facilities serving the existing buildings to be demolished and adjacent buildings to remain, as well as existing Parking Lots 2 and 3 as required for the construction of the PROJECT. Remove and relocate any required equipment or utility as required for construction.

4) Site improvements for the PROJECT are limited to the area defined in EXHIBIT "C". It is agreed by the PARTIES to the AGREEMENT that for the purposes of this PROJECT ASSIGNMENT AGREEMENT all utilities serving the PROJECT are in-place, are in close proximity of the PROJECT, and are of adequate existing capacity to serve the PROJECT.

5) Includes working around/leaving the recently existing Southern California Gas Company Campus Main Meter.

2. Basic Services.

A. The ARCHITECT shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the ARCHITECT in its professional opinion and approved by the DISTRICT: ***(Check off all architectural, engineering and/or consultant services that DO NOT apply to this PROJECT. If all the services below are required to complete this PROJECT, leave this section blank.)***

DRAFT

Basic Services Phases

- ☐ Schematic Design (SD)
- ☐ Design Development (DD)
  - ☐ Estimate and Estimate Reconciliation
  - ☐ Preliminary Plans Phase Constructability Review
- ☐ Construction Documents (CD)
  - ☐ Estimate and Estimate Reconciliation
  - ☐ Construction Drawings Constructability Review
- ☐ DSA Approval
- ☐ Health Department Approval
- ☐ Bidding Phase
- ☐ Construction Phase
- ☐ Close-out Phase
- ☐ DSA Certification of Project

Design Consultants Included in Basic Services*

- ☐ Structural
- ☐ Civil
  - ☐ On-Site
  - ☒ Off-Site
- ☐ Mechanical
- ☐ Plumbing
- ☐ Fire Sprinkler
- ☐ Electrical
- ☐ Telecommunications/Data (as it applies)
- ☐ Security (Using Lenel)
- ☐ Fire Alarm (Using Johnson Controls)
- ☐ Landscaping
- ☐ Estimating
- ☒ Preparation of Record (as constructed) drawings
- ☐ Curtain Wall
- ☐ Selection and specification of equipment (not in Group II furniture)

- ☐ Other:
  - ☐ Audio Visual consulting
  - ☐ Acoustic consulting
  - ☐ Security consulting
  - ☒ Arborist services
  - ☒ Signage and Graphics (except code required signage)
  - ☒ Selection and Specification of Group II furniture, fixtures and equipment
  - ☒ Traffic consulting and engineering
  - ☒ Food Services consulting
  - ☐ Sustainable Design (LEED) consulting
  - ☐ Telecommunication and Data consulting and engineering services
  - ☐ Roofing/Waterproofing consulting
  - ☒ Measured drawings of existing facilities

DRAFT

- ☒ Existing facilities surveys
- ☒ Post occupancy evaluations
- ☐ Bookstore Consulting
- ☐ Preliminary and Final LID (Low Impact Development) Plan Report with regard to storm water
- ☐ SWPPP (Storm Water Pollution Prevention Plan)

3. Extra Services, Consultants and Deliverables: Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in EXHIBIT "A" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference. In no event shall the services, consultants and/or other deliverables detailed in EXHIBIT "A" be considered Additional Services as defined by Article III of the AGREEMENT.

4. APPROVED BUDGET: The ARCHITECT understands and acknowledges that the total Construction Budget rough order of magnitude (ROM) for this PROJECT ASSIGNMENT AGREEMENT is $66,000,000.00 and this amount shall not be exceeded without prior written approval of the DISTRICT. At the completion of the Schematic Design (SD) phase of ARCHITECT'S work, ARCHITECT shall submit an SD estimate to DISTRICT. The APPROVED BUDGET for the above referenced scope of work for this PROJECT ASSIGNMENT AGREEMENT shall be adjusted upon mutual agreement and collaborative efforts of ARCHITECT'S submitted SD estimate and DISTRICT'S estimate prior to commencing with the Design Development (DD) Phase by executing an amendment to this PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

5. Architect Compensation:

A. Architect Fee for Basic Services. For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay the ARCHITECT a **FIXED FEE** in the amount of **FOUR MILLION SIX HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($4,620,000.00)**. In the event the terms of Article X, Section 1(a) of the AGREEMENT apply**,** the Architect Fee for the PROJECT shall be adjusted accordingly.

B. Payment Schedule. Payment of the Architect Fee to the ARCHITECT shall be in accordance with Article X, Section 2 of the AGREEMENT, with percentages to be modified for this PROJECT ASSIGNMENT AGREEMENT, as follows:

a. Schematic Design (inclusive of Program Confirmation)	**10%**
b. Design Development	**15%**
c. Construction Documents	**40%**
d. DSA Approval	**5%**
e. Bidding Phase	**2%**
f. Construction Phase	**24%**
g. Close-Out Phase	**2%**
h. DSA Certification of Project	**2%**

DRAFT

C. <u>Architect Fee for Extra Services, Consultants and Deliverables</u>. For performing the Extra Services detailed in this PROJECT ASSIGNMENT AGREEMENT, EXHIBIT "A" (if approved by the District), the District agrees to pay the ARCHITECT a **FIXED FEE** in the amount of **TWO HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED NINETY-NINE AND 00/100 DOLLARS ($239,899.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

D. <u>Reimbursable Expenses</u>: Reimbursable expenses are estimated to be **ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($138,600.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

6. Plan Schedule: The schematic design, design development, and construction document services covered by this PROJECT ASSIGNMENT AGREEMENT shall be completed by:

A. Program Confirmation and SD plan within 23 weeks from the date of executed PROJECT ASSIGNMENT AGREEMENT.

B. SD cost estimating and reconciliation (Allow 4 weeks)

C. SD approval (Allow 4 weeks for District review and approval)

D. DD plan with 16 weeks from DISTRICT approval of the SD plans. (allow 2 weeks for District review and approval)

E. DD cost estimating and reconciliation (Allow 4 weeks)

F. DD approval (Allow 4 weeks for District review and approval)

G. CD plan within 33 weeks from DISTRICT approval of the DD plans.

H. DSA plan submission for review and approval within 2 weeks of DISTRICT approval of the CD plans.

I. CD cost estimating and reconciliation (during DSA review)

J. CD approval (during DSA review)

K. CD constructability comments and corrections (during DSA review)

L. DSA approved set cost estimating and reconciliation (Allow 4 weeks)

DRAFT

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**The Hill Partnership, Inc. dba HPI Architecture**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: _____
Print Title: VP of Business Services	Print Title: _____

DRAFT

Information regarding Architect / Engineer:

License No: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

Email: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Lawrence A. Frapwell, President, HPI Architecture to Mark B. Logan, Director of Purchasing and Contract Administration, Cerritos Community College District dated April 16, 2019 regarding Proposal for the New Student Services and Administration Building (17 pages), attached hereto and incorporated herein by this reference as EXHIBIT "B".

Basic Services

1. Refer to Exhibit "C" for general location and limits of work.

2. Refer to Exhibit "D" for Program/Assignable Square Footage (ASF).

3. The "PROJECT" shall be designed to U.S. Green Building Council (USGBC) LEED Certification Standards and be commissioned (by others) to achieve the same.

    A. Provide advisement, project coordination and documentation necessary to submit the project to the Green Building Certification Institute (GBCI) for Leadership in Energy and Environmental Design (LEED) Certification. Please note that successful certification of any project requires participation from the DISTRICT, the Contractor and the A/E design team. For this reason, "ARCHITECT" cannot guarantee LEED Certification. This scope of work includes the following tasks:
        1) Project registration with USGBC/GBCI
        2) Review and confirm LEED target criteria with the District
        3) Coordinate with Design team and consultants to ensure LEED requirements are incorporated into the project
        4) Provide specifications and drawings to comply with LEED requirements
        5) Energy Modeling to meet LEED documentation requirements. "ARCHITECT" will provide Energy Modeling of the building envelope; Energy Modeling of the whole building, including systems shall be the responsibility of the MEP engineers. Updated Energy Models shall be provided at the following milestones:
            - 75% Design Development
            - 100% Construction Documents
        6) Complete LEED documentation templates
        7) Participate in pre-construction conference to communicate LEED requirements
        8) Lead LEED status meetings with the District and provide progress updates throughout all phases
        9) Coordinate with Commissioning Agent & Contractor to ensure LEED requirements are met
        10) Author a Basis of Design document for Commissioning purposes
        11) Assist the District in authoring a District's Project Requirements for Commissioning purposes

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12) Manage LEED Online and assign roles to the project team
13) Review and verify Contractor submittals
14) Submit documentation to GBCI
15) Participate in design and construction GBCI review process

LEED requires commissioning services which are outside the scope of this PROJECT ASSIGNMENT AGREEMENT, and must be obtained by the "DISTRICT". "ARCHITECT" will assist with issuing RFPs for LEED commissioning services and help review subsequent proposals for "DISTRICT" review. Achieving LEED Certification requires a collaborative partnership between the "DISTRICT", CM, A/E design team and contractors in order to achieve the goals of LEED Certification. The "ARCHITECT" has a very successful history of achieving LEED Certification, however since the success of certification depends on the work of others beyond direct control of the "ARCHITECT", the "ARCHITECT" cannot guarantee LEED Certification.

4. In accordance with Article II, Paragraph 18, the "ARCHITECT" shall be limited to Southern California Edison's Savings by Design program.

5. The "DISTRICT" has several consultants under contract. The ARCHITECT" is required to coordinate as necessary under the "ARCHITECT's" basic services.
   A. The consultants are as follows:
      a. FFE (Group 2) Services: Their involvement includes but is not limited to:
         i. Involved during the SD through DSA submission. They will assist with providing the correct size furniture to allow the room to be sized accordingly
      b. Survey Services: Their involvement includes but is not limited to:
         i. Provide existing topography.
      c. Environmental Survey and Monitoring Services: Their involvement includes but is not limited to:
         i. Provide the hazardous report and monitoring. "ARCHITECT" plans are to coordinate the necessary information to collaborate / reference scope.
      d. Geotechnical Study and Inspection Services: Their involvement, but not limited to:
         i. Geotechnical survey and recommendation and soils inspection

Additional Services – The following is considered additional services:

1. Not Applicable

Additional Special Consultant Services

1. The following Special Consultants are considered additional special consultant services. These are to be included in the Architect Schedule of Values for invoicing. The following Special Consultants are as follows:

A. Acoustic Consulting	$ 52,800.00
B. AV/IT/Security Consulting	$105,600.00
C. LEED Consulting	$ 47,399.00

D.	Bookstore Consulting	$ 19,800.00
E.	Preliminary & Final LID Report	$ 8,800.00
F.	SWPPP	$ 5,500.00
	TOTAL	**$239,899.00**

END OF EXHIBIT "A"

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EXHIBIT "B"

COPY OF PROPOSAL

(REFER TO NEXT PAGE)

DRAFT

HPI architecture
NEWPORT BEACH
SAN DIEGO

PROPOSAL FOR ARCHITECTURAL SERVICES

April 16, 2019

Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and Contract Administration
Purchasing Department
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA. 90650

Project: **New Student Services and Administration Building**

Dear Mark:

Thank you for the opportunity to submit this proposal for professional architecture and engineering services. The following is intended to define our Project Understanding, Scope of Architect's Services and Proposed Compensation for the referenced project.

PARTIES TO AGREEMENT

CLIENT: Cerritos Community College District (District)
11110 Alondra Blvd.
Cerritos, CA 90650
Contact: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and Contract Administration

ARCHITECT: The Hill Partnership, Inc.
dba HPI Architecture (HPI)
115 22nd Street
Newport Beach, CA 92663
Contact: Lawrence A. Frapwell, Architect
President

FORM OF AGREEMENT

It is assumed for purposes of this proposal that the services enumerated below will be provided pursuant to the District's Master Architectural and Engineering Services Agreement ("Agreement") as included within RFP/RFQ No. 18P001 (RFP/RFQ), dated December 17, 2018, with all open issues to be negotiated to the mutual satisfaction of both parties.

PROJECT UNDERSTANDING

Project Scope

This Proposal is intended to be consistent with the project scope defined in the referenced RFP/RFQ and Addendum No. 1, dated January 24, 2019, and consists of the following:

- Demolition of the existing Burnight Theatre, Bookstore and Public Affairs Buildings
- Construction of a New Student Services and Administration Building of approximately 57,094 ASF including student services, bookstore, student activities, academic affairs, boardroom public affairs and administration
- Site Improvements as required to tie and transition (or reconstruct) the adjacent existing site improvements and new site improvements inclusive of existing parking lots 2 & 3 north of the existing building

Estimated Construction Cost

For purposes of this proposal the estimated Construction Cost is $66,000,00 exclusive of demolition and abatement of the existing buildings.

Project Schedule

Please see attached Project Schedule (Exhibit A) for proposed durations which are intended to be consistent with the schedule as provided in the referenced RFP/RFQ.

SCOPE OF ARCHITECT'S SERVICES

HPI proposes to provide architectural and engineering services consistent with the referenced Agreement and as further defined below:

Basic Services

HPI's Basic Services shall be inclusive of normal Architectural, Structural, Mechanical (HVAC and Plumbing), Electrical, Fire Alarm, Fire Protection, Site Civil Engineering, Landscape Architecture, and Cost Estimating.

Specialty Consultant Services

Specialty Consultant Services shall be inclusive of the following:

- Technology Consulting (AV/IT and Security) Services / P2S Inc.
- Acoustic Consulting Services / Newson Brown Acoustics LLC – See attached Newson Brown

Acoustics LLC proposal dated March 21, 2019 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal.

- Preliminary and Final LID report / BKF – Since the Project includes modification of over 2,500 SF of exterior surface, a Low Impact Development Plan (pLID) and Final LID will be required.

  a) Preliminary LID Report – BKF will prepare a Preliminary Low Impact Development Plan (pLID). In addition to the required treatment of storm water, the City has enacted a policy that any new project must have zero net effect on the public storm drain system. Based on a preliminary review, the site will be subject to the NPDES Stormwater regulations. In coordination with HPI and the Landscape Architect, BKF will develop a conceptual method for complying with this provision. BKF will work with HPI and the Landscape Architect to identify opportunities for low impact development (LID) elements at the site such as green roof, pervious paving and flow through planters. BKF will also determine LID feasibility/infeasibility based on NPDES regulations.

  b) Final LID Report – BKF will prepare a Final Low Impact Development Plan (LID) based upon the approved preliminary pLID. The Final LID will include final details, calculations and exhibits showing the actual BMP construction items as shown on the Precise Grade Plan. This also includes the employee training and ultimate maintenance to be provided for the life of the project. This report will be recorded and will transfer with ownership of property and will meet NPDES Stormwater regulations.

- SWPPP / BKF – BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). We will provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website to submit a Notice of Intent (NOI) and obtain a WDID Number.

- LEED Consulting – The Project is targeted to achieve LEED Basic Certification and will adhere to the design and construction practices described in the LEED Building Design and Construction version 4 New Construction rating system (LEED-NC).

- Bookstore Consulting - See attached Campus Store Design proposal dated March 2019 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal.

Limits of Service and Specific Exclusions

Basic and Specialty Consulting Services specifically exclude the following:

- Geotechnical Engineering.

  Boundary, topographic and utility surveying.

  It is understood the District will provide a topographic, boundary and utility survey for the impacted area including identification of any easements or other development restrictions. HPI

will coordinate with the District to define the extent of such surveys however HPI shall be entitled to rely upon surveys provided by the District. HPI's services specifically exclude any field verification, supplemental surveying, potholing and/or sonic surveys to confirm the location of above grade features or below grade locations, sizes and elevations which may be required for design and engineering of hardscape, utility and other site improvements.

- Hazardous Materials

  HPI's professional services specifically exclude any actions related to the abatement, replacement or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. HPI will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for demolition. HPI shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

- Design and engineering of off-site utilities and other improvements within the public right-of-way.

- Design and engineering for extension, improvement or relocation of campus backbone utilities and services: storm drain, water (domestic, fire, irrigation), sanitary sewer, electrical, IT/ low voltage systems and hydronic piping (central plant). On-site connections are understood to be in the proximity of, and adequately sized to serve the proposed improvements.

- Investigations / field observations of existing conditions or facilities are limited to readily observable conditions.

- Design, engineering and or specification of an emergency generator

- Traffic consulting and engineering.

- Vibration consulting and isolation of structural borne noise.

- Architectural and engineering services for provision of improvements and/or remodel of other campus spaces for temporary occupancy (swing space).

- Selection and/ or specification of FF&E (Group II Equipment).

- Move Management.

- Signage Consulting. HPI will be responsible for all code required signage and integration of District Standard signage.

- Preparation of 'As-Built' or measured drawings of existing improvements.

- Commissioning Services.

- DSA and other jurisdictional filing and processing fees.

- Post occupancy evaluations.

PROPOSED COMPENSATION

Compensation shall be provided on a not to exceed basis of **Four Million, Nine Hundred Ninety Eight Thousand, Four Hundred and Ninety Nine Dollars ($4,998,499.00)** inclusive of all Services and Reimbursable Expenses as follows:

Services
Services indicated above shall be provided on a fixed fee basis of **Four Million, Eight Hundred Fifty Nine Thousand, Eight Hundred and Ninety Nine Dollars ($4,859,899.00)** as outlined below:

Basic Services
HPI proposes to provide the basic services described above on a fixed fee basis of Four Million, Six Hundred Twenty Thousand and Zero Dollars **($4,620,000.00)**.

Specialty Consulting Services
HPI proposes to provide the specialty consulting services referenced above on a fixed fee basis of Two Hundred Thirty Nine Thousand, Eight Hundred and Ninety Nine Dollars **($239,899.00)**, as follows:

• Acoustic Consulting	$ 52,800.00
• AV / IT / Security Consulting	$ 105,600.00
• LEED Consulting	$ 47,399.00
• Bookstore Consulting	$ 19,800.00
• Preliminary & Final LID Report	$ 8,800.00
• SWPPP	$ 5,500.00

Cost of Services by Phase
HPI proposes to provide Basic and Specialty Consulting services on a phase by phase basis as follows:

Schematic Design (Inclusive of Program Confirmation)	-	10%
Design Development	-	15%
Construction Documents	-	40%
DSA Approval	-	5%
Bidding Phase	-	2%
Construction Phase	-	24%
Close-Out Phase	-	2%
DSA Certification of Project	-	2%

Reimbursable Expenses
Reimbursable expenses are in addition to compensation for the services outlined above and shall be provided on a time and materials basis of 1.1 time the direct cost to HPI. HPI proposes an estimated allowance of **One Hundred Thirty Eight Thousand, Six Hundred Dollars**

($138,600.00) for approved reimbursable expenses exclusive of fees advanced for jurisdictional reviews and approvals.

We at HPI are excited about this opportunity of continuing to provide our professional services to the Cerritos Community College District.

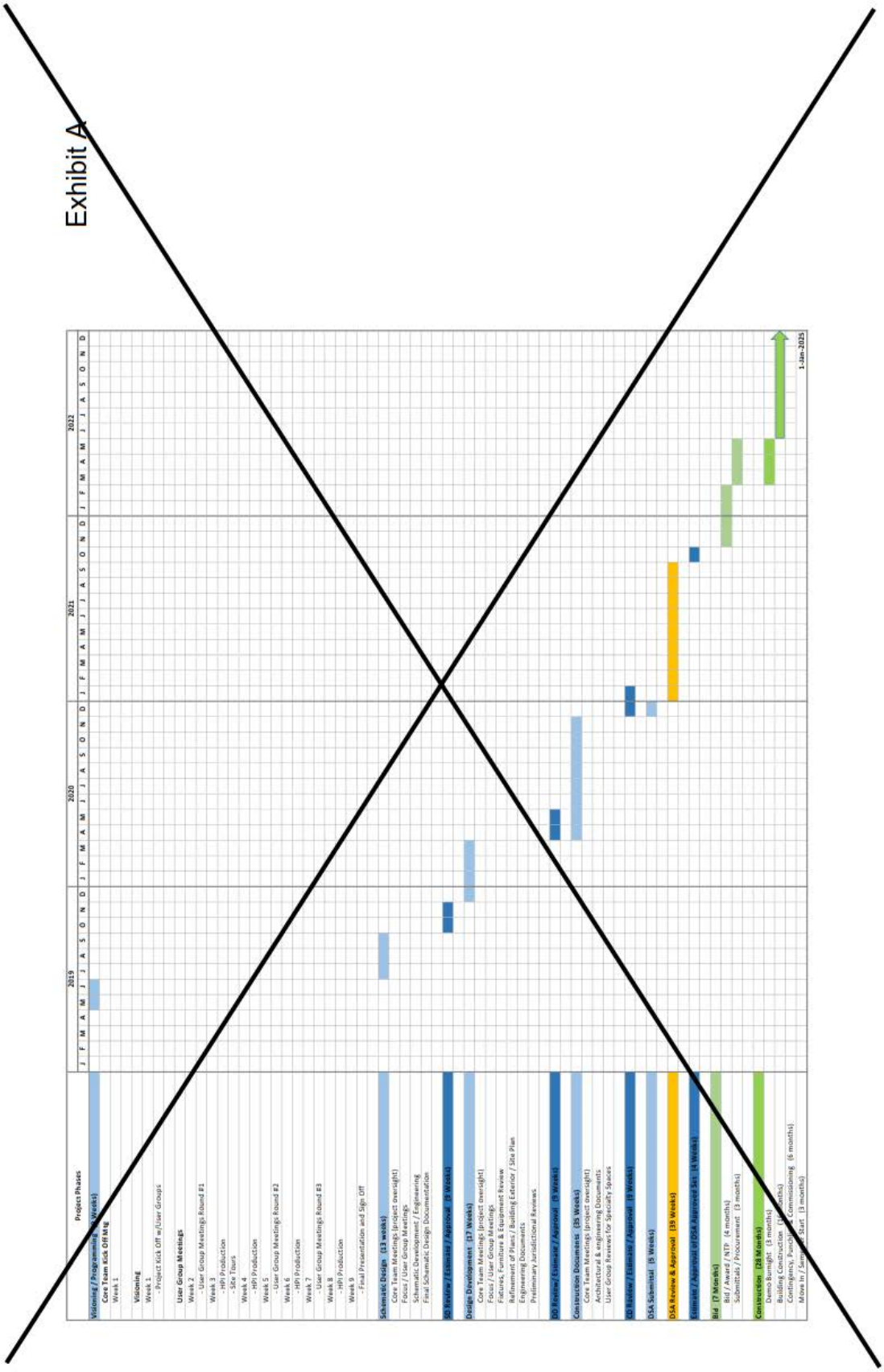
Sincerely,
HPI Architecture



Lawrence A. Frapwell, Architect
President

Enclosures:

- Exhibit A – Project Schedule
- Newson Brown Acoustics LLC proposal
- Campus Store Design proposal


Exhibit A
Project Phases
2019
2020
2021
2022
Visioning / Programming (4 Weeks)
Core Team Kick Off Mtg
Week 1
Visioning
Week 1
- Project kick Off w/User Groups
User Group Meetings
Week 2
- User Group Meetings Round #1
Week 3
- HPI Production
- Site Tours
Week 4
- HPI Production
Week 5
- User Group Meetings Round #2
Week 6
- HPI Production
Week 7
- User Group Meetings Round #3
Week 8
- HPI Production
Week 9
- Final Presentation and Sign Off
Schematic Design (13 weeks)
Core Team Meetings (project oversight)
Focus / User Group Meetings
Schematic Development / Engineering
Final Schematic Design Documentation
DD Review / Estimate / Approval (8 Weeks)
Design Development (17 Weeks)
Core Team Meetings (project oversight)
Focus / User Group Meetings
Fixtures, Furniture & Equipment Review
Refinement of Plans / Building Exterior / Site Plan
Engineering Documents
Preliminary Jurisdictional Reviews
DD Review/ Estimate / Approval (5 Weeks)
Construction Documents (35 Weeks)
Core Team Meetings (project oversight)
Architectural & engineering Documents
User Group Reviews for Specialty Spaces
CD Review / Estimate / Approval (3 Weeks)
DSA Submittal (6 Weeks)
DSA Review & Approval (30 Weeks)
Estimate / Approval of DSA Approved Set (4 Weeks)
Bid (7 Months)
Bid / Award / NTP (4 months)
Submittals / Procurement (3 months)
Construction (28 Months)
Demo Burnight (3 months)
Building Construction (14 months)
Contingency, Punch List, Commissioning (6 months)
Move In / Soft Start (3 months)
1-Jan-2025

NEWSON BROWN
ACOUSTICS LLC

March 21st 2019

Andria Limon
Director of Education
HPI Architecture
115 22nd Street
Newport Beach, CA 92663

Subject: Cerritos College Student Services and Administration Building
Proposal for Acoustical Consulting Services

Andria,

Further to your recent request, we are pleased to provide this proposal for acoustical consulting services.

We understand the following regarding the project:

- The area of the project is 57,094 square feet.
- The budget is $66 million.
- The schedule is as follows:
  - Schematic Design – 3 months.
  - Design Development – 4 months.
  - Construction Documents – 8 months.
  - DSA – 9 months.
  - Construction Administration – 24 months.

We have divided our proposal into three exhibits:

Exhibit 1:	Proposed Scope of Work
Exhibit 2:	Proposed Professional Fees and Terms and Conditions
Exhibit 3:	Hourly Rates and Insurance Limits

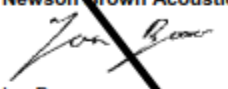
With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

The terms of this proposal remain valid for 60 days from the date listed above. The undersigned would be Principal-in-Charge and primary contact. Other staff members would be assigned to the project based on experience and availability at the time the project is awarded.

2001 Wilshire Boulevard, Suite 301, Santa Monica, CA 90403, USA
t: 310.829.6343 www.newsonacoustics.com f: 310.829.9112

We trust that the scope of work and professional fee meets with your approval and look forward to working with you on this project. Please return a signed copy of the proposal to authorize the proposed scope of work.

Yours sincerely,
Newson Brown Acoustics, LLC



Ian Boorer
Principal

Encl.

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EXHIBIT 1
CERRITOS COLLEGE STUDENT SERVICES AND ADMINISTRATION BUILDING
PROPOSED SCOPE OF WORK

A. Programming Meeting and Site Visit

1. Attend one (1) programming meeting with the architect at the client's existing facility with the client's facilities manager to discuss items such as, but not limited to; existing construction, acoustical issues with the existing construction, acoustical improvements desired for the new building, any staff members being relocated from private offices to open offices, general open office acoustics, client acoustical criteria.

2. Walk the existing facilities to review items such as the construction and room finishes.

3. Issue a report documenting our findings and recommendations.

B. Design Phase.

1. **Core Arrangement and Wall Construction.**

   a. Review the construction of the core walls including mechanical equipment rooms, elevator shafts, toilet rooms, etc. Provide recommendations for partition types.

2. **Sound Isolation and Acoustical Treatment.**

   a. Provide recommendations for partitions between rooms and to corridor; provide plan, section and intersection details. Develop suitable closure details at the connections between the walls and the construction above and at the building perimeter, where necessary.

   b. Provide recommendations for acoustical treatment in mechanical and electrical equipment rooms as required.

   c. Provide recommendations for acoustical finishes for walls, ceilings and floors. Provide typical details, samples and acoustical specifications for room finish treatment for use by the architect.

   d. Provide acoustical specifications for doors and door seals having an acoustical performance requirement. Provide details for the construction of interior acoustically-rated window assemblies.

   e. Provide recommendations for the control of ductborne crosstalk between rooms.

3. **Mechanical Equipment Room Structures.**

   a. Review the structure adjacent to mechanical equipment areas. Provide recommendations for changes, if required.

4. **HVAC**

   a. Recommend design noise criteria for the various occupied areas of the building.

   b. Comment and suggest refinements to basic system choices, component selections and duct and pipe layouts selected by the HVAC engineer. The purpose is to minimize noise and vibration at source.

   c. Provide guidelines for duct silencer or alternate noise control elements to reduce noise from air moving equipment so that the selected noise criteria will be achieved.

d. Provide maximum noise guidelines for volume control boxes, diffusers and grilles, etc.

e. Provide recommendations for vibration isolation of new HVAC equipment and piping.

5. **Plumbing.**

a. Provide pipe velocity guidelines.

b. Provide a vibration isolation specification and schedule for the portion of the plumbing system requiring isolation.

6. **Electrical.**

a. Provide a full specification for the vibration isolation of all transformers and other electrical equipment requiring vibration isolation.

b. Provide recommendations for electrical outlet boxes in acoustically-rated partitions.

7. **Elevator Equipment.**

a. Review the elevator specification and provide recommendations for vibration isolation and noise control of the elevator equipment.

8. **Exterior Noise.**

a. Perform an environmental noise study at the site to determine noise levels at the site due to road traffic. Measure spectral noise data for use in our analysis.

b. Based upon the proposed external building structure, calculate predicted internal noise levels due to road traffic. Compare these to design noise criteria.

c. Recommend modifications to the proposed external building structure and glazing where necessary to reduce internal noise levels.

9. **Meeting Attendance.**

a. We have allocated time for attendance at three (3) meetings during the Design Phase. Any additional meetings or site visits that may be required will be billable as an extra to our proposal.

C. **Construction Administration.**

1. **Shop Drawing and Submittal Review.**

a. Acoustical finish materials.

b. Acoustical doors.

c. Silencers (HVAC).

d. Vibration isolation (HVAC, E, P and Elevators).

2. **Clarifications.**

a. Respond to requests for information by the architect through phone calls.

b. Respond in writing to formal RFI.

3. **Observations.**

a. Provide a maximum of three (3) site visits or project meetings as requested by the architect during construction. Additional site visits or project meetings that may be required will be billable as an extra to our proposal.

b. Provide observation reports and/or punch-lists for each visit.

C. Exclusions

The scope of work does not include:

1. Review of mechanical noise transfer to outdoor areas.
2. Review of emergency generator noise transfer to outdoor areas.
3. Producing noise maps or acoustical models.
4. Designing to WELL, CHPS or similar standards.
5. Vibration measurements.
6. Assessment of building structural response due to footfall.
7. Design of building structure to meet low or specific vibration requirements.
8. Review of noise and vibration due to vehicle movement in parking structures or surface parking lots.
9. Noise and vibration due to loading docks and trash compactors.
10. Review of activity noise transfer to the property line or other buildings.
11. Analysis of outdoor activity noise to the building itself.
12. Review of existing exterior noise source impact on outdoor areas.
13. Design of acoustically sensitive rooms, such as screening rooms, mix rooms, recording studios and rooms used for live performances.
14. Audio-visual design/equipment selection and layout, including noise masking systems, or furniture layouts.
15. Analysis of creaking or popping of building elements in response to thermal expansion or contraction.
16. Assessment of noise in mechanical rooms or areas with regard to OSHA requirements.
17. Taking sound measurements of equipment for which noise data is not readily available.
18. Preparing an EIR or other similar documents.
19. Meeting with Code, Jurisdictional or Utility authorities.
20. Attendance at hearings.
21. Collection of plan checks and issuing of permits.
22. Attending regular (e.g. weekly or bi-weekly) meetings and/or conference calls.
23. Producing CAD or BIM drawings.
24. The printing of drawings and specifications.
25. Costing of acoustical assemblies.
26. Value engineering services.
27. Assessment and control of noise and vibration during demolition and construction.
28. Post construction field testing.
29. Acoustical design and construction administration services beyond the schedule included in the cover letter.
30. Items not included in our scope of work.

EXHIBIT 2
CERRITOS COLLEGE STUDENT SERVICES AND ADMINISTRATION BUILDING
PROFESSIONAL FEE AND TERMS AND CONDITIONS

PHASE	Percentage of Total Fee	Fee
Schematic Design	15%	$7,200.00
Design Development	20%	$9,600.00
Construction Documents	35%	$16,800.00
DSA Review and Approval	5%	$2,400.00
Bidding Phase	5%	$2,400.00
Construction Administration	20%	$9,600.00
Total	**100%**	**$48,000.00**

Additional site visits, if needed, would be billed at $1,500.00 per visit. This fee includes two to three hours on site and a follow up report. These visits could be used for a preconstruction meeting or for a general CA visit.

TERMS AND CONDITIONS

Fees would be invoiced monthly in accordance with phase completion. See also our attached hourly fee rates.

Services provided by Consultant in connection with Change Orders may constitute Additional Services, unless the Change Order is caused through a fault of Consultant.

We have calculated fees on the assumption that the project will proceed on schedule approximately and in a straightforward manner. Fees associated with major redesign, or prolonged delays to the project schedules are not included in the fee quoted below. We reserve the right to present revised fee proposals.

With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

When reviews are required of electronic documents posted on a project site (e.g. ftp site) we will require specific instructions and an access path to the posted document. It is not the intent that we provide continuous monitoring of the project site or continuous review of the in-progress drawings. We will review the project at five (5) milestones.

Work Authorized By:

Name	Signature	Date

EXHIBIT 3
CERRITOS COLLEGE STUDENT SERVICES AND ADMINISTRATION BUILDING
HOURLY RATES AND INSURANCE LIMITS

NEWSON BROWN ACOUSTICS, LLC: FEE SCHEDULE

Martin Newson, Principal	$235.00/hour
Michael Brown, Principal	$235.00/hour
Ian Boorer, Principal	$235.00/hour
Dereck Hendrix	$185.00/hour
Joseph Celano, P.E.	$185.00/hour
Ian Bromilow	$185.00/hour
Nozomi Kamiya	$170.00/hour
Ben Toews	$170.00/hour
Chester Raney	$140.00/hour
Brad Singa	$140.00/hour
Eric McGowan	$140.00/hour
Abigail Davis	$130.00/hour
Jonathan Kawasaki	$130.00/hour
Administrative Support	$75.00/hour

Insurance Limits

Commercial General Liability
- $4,000,000 General Aggregate
- $4,000,000 Products & Completed Operations Aggregate
- $2,000,000 Personal & Advertising Injury
- $2,000,000 Each Occurrence
- $1,000,000 Damage to Rented Premises (each Occurrence)
- $10,000 Medical payments

Business Automobile
- $1,000,000 Non-Owned & Hired Automobile Coverage

Workers' Compensation
- $1,000,000 Each Accident
- $1,000,000 Disease per Employee
- $1,000,000 Disease Policy Limit

Professional Liability Insurance
- $3,000,000 Each Claim
- $3,000,000 Each Policy Year Aggregate
- $25,000 Deductible

Umbrella Liability Insurance
- $3,000,000 Each Occurrence
- $3,000,000 Annual Aggregate

CSD
CAMPUS STORE DESIGN

SPACE PLANNING AND DESIGN AGREEMENT

This agreement between the **HPI Architecture for the Campus Store at Cerritos College**, located in **Norwalk, California** and Nebraska Book Company, Inc. dba CAMPUS STORE DESIGN (herein referred to as Consultant), located in Lincoln, Nebraska, engages Consultant as the Store Planning and Design Firm to develop a comprehensive store layout and fixture floor plan as detailed in the Scope of Project below.

SCOPE OF PROJECT

The Consultant's team consists of professional Collegiate Retail Interior Designers and a Fixture Design Engineer. When engaged in this agreement the following will be completed:

1. **Programming and Space Planning**
   - 1.1 Conduct a teleconference interview to determine property owner's needs, schedules and budgets.
   - 1.2 Acquire, via project architect, AutoCAD® files of the proposed space to be store planned and designed.
   - 1.3 Develop a two-dimensional Fixture Floor Plan via AutoCAD®. Plans to encompass the Campus Store and/or other areas of Collegiate Retail as assigned by the project architect. Plans will include general product category adjacencies that reflect typical industry-wide practices. Area involved and included in this project is known and commonly referred to as: **Campus Store, with a to be determined square footage (not to exceed 10,000 square feet)**

2. **Schematic Design**
   - 2.1 Develop a three-dimensional design concept that integrates the property owner's program needs.
   - 2.2 Coordinate selection of colors, materials, and finishes to convey the design concept with the Architectural Design Team.
   - 2.3 Selection of fixtures and conceptual design of Point of Sale and Service Counters to convey the design concept.
   - 2.4 Collaborate with Project Architect in the development of a conceptual Reflected Ceiling Plan showing proposed accent lighting, soffits, and other ceiling treatments and fixtures. [1]
   - 2.5 Collaborate with Project Architect in the development of a Flooring Finish Plan.
   - 2.6 Develop conceptual design illustrations of the proposed space utilizing AutoCAD®, Sketch-Up®, or AccuRender® with representational colors and materials as specified by either Campus Store Design or in conjunction with the architectural design team. [1]
   - 2.7 Conduct design review with architectural team via JoinMe conference call. Design review includes visual illustrations of the fixtures and/or of the Campus Store.

3. **Design Development**
   - 3.1 Update drawings as per revisions noted in the preliminary design review.
   - 3.2 Subsequent approval of finalized drawings.
   - 3.3 Generate Final Design Intent Package that includes the following. Construction drawings and documents for architectural build-out, ceiling, electrical mechanical and plumbing are not provided in this contract. Design intent will be conceptualized with architectural design firm to coordinate into final construction drawings and documents. [1]
     - 3.3.1 Fixture Floor Plan coordinating with the building core and shell design by Project Architect.
     - 3.3.2 Conceptual Reflected Ceiling Plan showing proposed accent lighting, soffits, and other ceiling treatments and fixtures. Cut sheet(s) for recommended accent lighting is provided. [1] – This plan will coordinate with the building core and shell design by Project Architect.
     - 3.3.3 Coordinate Flooring Finishes with Project Architect.
     - 3.3.4 Conceptual images of the space.
     - 3.3.5 Coordinate Campus Store finishes with the Architectural Design Team. Color and Material samples will be sent upon request.
     - 3.3.6 Preparation of plans showing the "anticipated" special electrical requirements needed to accommodate the fixture package. [1]

a. Coordination of the above with project architect to include in final construction drawings and documents.
b. Mechanical, electrical and plumbing engineering and construction drawings are not provided in this contract.

3.3.7 Preparation of manufacturer fixture blocking requirements needed to accommodate the fixture package. [1]
a. Coordination of the above with project architect to include in final construction drawings and documents.

3.3.8 Fixture quote and guarantee of fixture pricing, if purchased via CSD, on the specified fixture package to assure client of an "awardable" and "within budget" fixture package.

4. **Fixture Construction Documents** – Consultant will prepare the appropriate Request For Proposal bidding documents for the fixture package. The RFP bidding documents will consist of:
   4.1. Fixture Schedule showing Fixture Key, Description and Quantity of each fixture used in the design.
   4.2. Specifications of materials and methods to be used in the production and fabrication of all fixtures described.
   4.3. Plans, Elevations and Details of each custom fixture to convey the design intent, and provide sufficient manufacturing and fabrication information.
   4.4. Illustrations and Component Lists for each non-custom fixture used in the design.
   4.5. Finish Schedule for all fixtures, custom and non-custom.
   4.6. Manufacturers' recommended Blocking Requirements.

FEES

1. The Store Planning and Design Fee will be **$18,000.00.** Billing will be sent upon completion of each phase of the project, see Fee Schedule below. Store Planning and Design Fees are payable in U.S. Dollars. Including but not limited to:
   - Up to 6 (six) web/phone meetings
   - One design/space planning option and one revision
   - Up to a 12 (twelve) conceptual three-dimensional images of the proposed space utilizing AutoCAD®, Sketch-Up®, or AccuRender® with representational colors and materials as specified.

2. Campus Store Design's Reimbursable Expenses: Site visit(s) can be scheduled for various reasons (i.e. initial meeting, design review presentation, on-site walk-through, etc.) and travel costs related to such site visit are billed as a reimbursable expense. Reimbursable expenses are *not* included in the professional service fees. Travel, meals and lodging costs are billed at acquired market rates. A "Not to Exceed" clause, pertaining to reimbursable expenses, can be attended to this contract upon request. Overnight and local delivery charges are billed at actual cost. Reimbursable expenses are payable in U.S. Dollars.

3. Services <u>not</u> included in our Fees: Changes to previously approved design as directed by the project architect. Additional services shall be provided only upon authorization of the project architect. Additional charges required for this work will be billed at an hourly rate of $150.00 per hour.

FEE SCHEDULE

Phase	Cost
Programming	$ 4,500.00
Schematic Design	$ 4,500.00
Design Development	$ 4,500.00
Fixture Construction Documents	$ 4,500.00
Contract Cost	**$ 18,000.00**

GENERAL PROVISIONS

Consultant shall be deemed the author and owner of its drawings and specifications set forth under the "Scope of Project" section of this Agreement, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to the Architecture Firm a nonexclusive license to use the drawings and specifications solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Architecture Firm substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Any unauthorized use of the drawings and specifications shall be at the Architecture Firm's sole risk and without liability to the Consultant. The Architecture Firm shall be responsible to acquire any licenses or authorizations necessary for Consultant to use and access the AutoCAD® files for the Project as described herein.

SIGNATURE

By signature below, architect and Consultant agree to the above terms. Please sign a copy of this agreement – A copy will be returned following signature by Campus Store Design.

Lawrence Frapwell President, Architect HPI Architecture	Randy Siniscal Vice President Campus Store Design Office Nebraska Book Company, Inc.
Date	Date

[1] *Some design features recommended may need to be handled under the purview of an architect and may be beyond the scope of this contract with regards to construction specifications, cost estimates, and code requirements. Major construction events and costs are outside the scope of this project.*

EXHIBIT "C"

LIMITS OF SITE IMPROVEMENTS

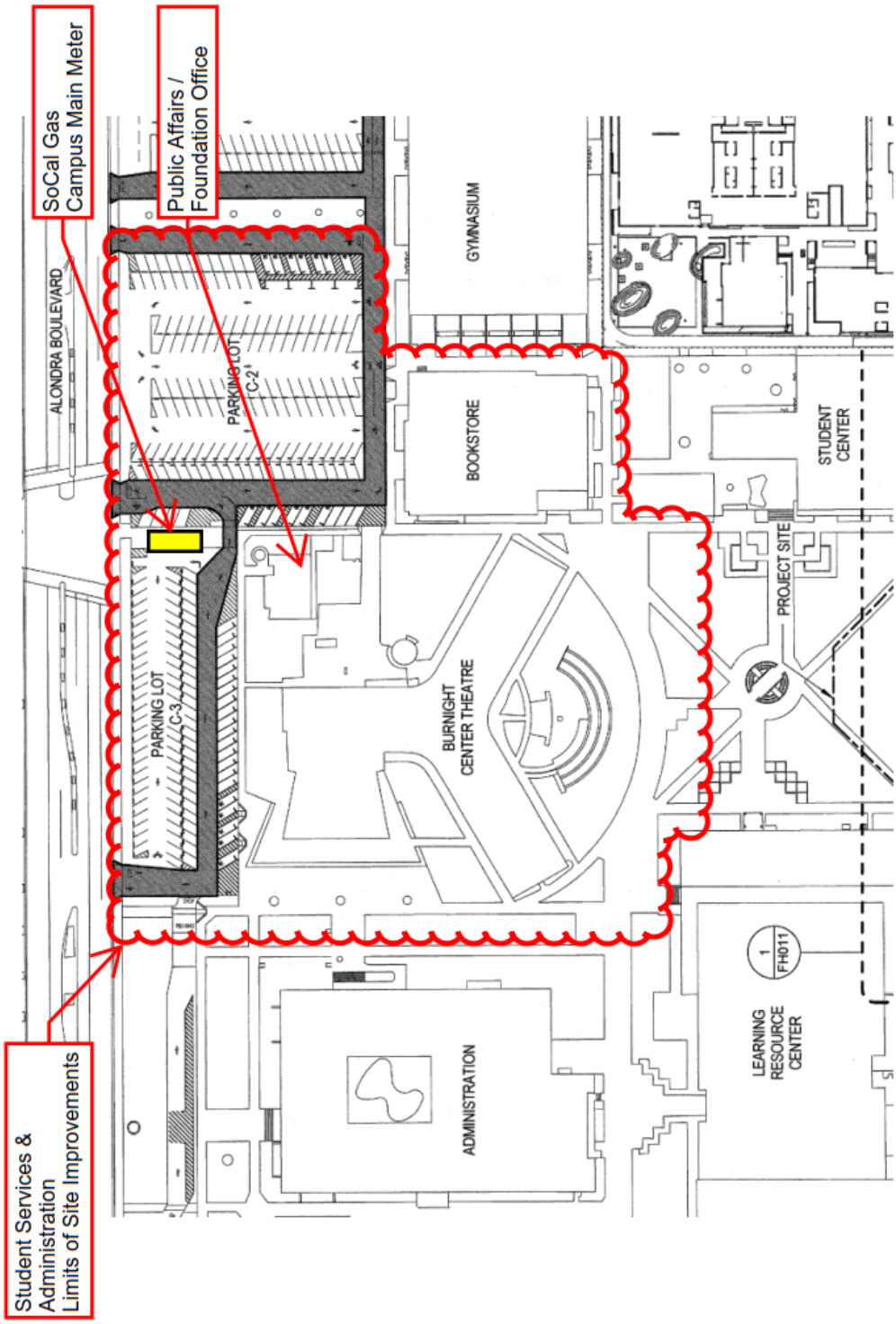


EXHIBIT "D"

PROGRAM / ASSIGNABLE SQUARE FOOTAGE (ASF)

STUDENT SERVICES

BLOCK A — Includes CalWORKS and International Students

Admissions & Records	Description	# of Rooms	ASF Unit	ASF Total
	Admissions & Records, Registration 6200	*1*	*2,000*	*2,000*
	Registration Work Area 6200	*1*	*1,240*	*1,240*
	Administrative Dean 6200	*1*	*140*	*140*
	Clerical Assistant Cubicles 6200	*2*	*120*	*240*
	Administrator/Director's Office 6200	*1*	*120*	*120*
	Transcripts & Records 6200	*1*	*500*	*500*
	Records/Storage 6200	*1*	*800*	*800*
	Vault 6200	*1*	*144*	*144*
	Evaluator's Cubicles 6200	*4*	*120*	*480*
	Workroom/Storage 6460	*1*	*350*	*350*
	Meeting Room 6399	*1*	*350*	*350*
	ID Services 6450	*1*	*300*	*300*
				6,664

CalWorks	Description	# of	ASF Unit	ASF Total
	Clerical Assistant 6399	*1*	*120*	*120*
	Reception Area 6399	*1*	*100*	*100*
	Counselor's Offices 6399	*2*	*110*	*220*
	Adjunct Counselor Office 6399	*1*	*110*	*110*
	Small Computer Room 6399	*1*	*350*	*350*
				900

International Students	Description	# of	ASF Unit	ASF Total
	Director's Office 6492	*1*	*120*	*120*
	Clerical Assistant 6492	*1*	*120*	*120*
	Counseling Office 6492	*1*	*110*	*110*
	Reception 6492	*1*	*60*	*60*
	Meeting Room 6492	*1*	*200*	*200*
				610
			Subtotal	**8,174**

BLOCK B	Includes Transfer Center, Career Services and Assessment			
Counseling	**Description**	**# of Rooms**	**ASF Unit**	**ASF Total**
	Counseling Reception Area 6310	1	350	350
	Counseling Walk-in Offices 6310	2	110	220
	Counseling Offices 6310	20	110	2,200
	Adjunct Counseling Offices 6310	2	110	220
	Dean's Office 6310	1	140	140
	Clerical Assistant Cubicle 6310	2	120	240
	Library/Resource Ctr 6310	1	200	200
	Workroom 6310	1	350	350
	Seminar/Study Rms 6310	1	250	250
	Classroom 6310	1	800	800
	Meeting Room 6310	1	320	320
				5,290
Transfer Center	**Description**	**# of**	**ASF Unit**	**ASF Total**
	Reception Area 6399	1	60	60
	Counselor 6399	2	110	220
	Clerical Assistant 6399	1	120	120
	Interviewer's Station 63	2	100	200
	Support Stations 6399	2	120	240
				840
Career & Placement	**Description**	**# of**	**ASF Unit**	**ASF Total**
	Reception / Library 632	1	300	300
	Director's Office 6320	1	120	120
	ReEntry Specialist's Office 6320	1	110	110
	Career Ctr Coordinator 6320	1	110	110
	Support staff 6320	6	120	720
	Computer Work Area 6320	1	160	160
				1,520
Assessment Center	**Description**	**# of**	**ASF Unit**	**ASF Total**
	Reception/Service Area 6310	1	250	250
	Supervisor's Office 6310	1	110	110
	Clerical Assistant's cubicles 6310	2	120	240
	Counseling 6310	1	110	110
	Special Testing Room 6310	1	200	200
	Testing Area/50 Computers 6310	1	850	850
				1,760
			Subtotal	9,410

BLOCK C Financial Aid	Includes EOPS Description	# of	ASF Unit	ASF Total
	Reception/Service Area 6460	1	400	400
	Dean's Office 6460	1	140	140
	Asst Director's Office 6460	1	120	120
	Clerical Assistant 6460	2	120	240
	Counter Staff 6460	3	60	180
	Counseling Offices 6460	4	110	440
	Counseling Offices, Part-Time 6460	1	110	110
	Accounting Staff Offices 6460	2	110	220
	Specialist's Work Areas 6460	6	120	720
	Technicians 6460	7	100	700
	Scanner Workroom 6460	1	500	500
	Meeting Room 6460	1	320	320
	Workroom/Storage 6460	1	350	350
				4,440

Extended Opportunity Ctr (EOPS)	Description	# of Rooms	ASF Unit	ASF Total
	Reception 6430	1	200	200
	Director's Office 6430	1	120	120
	Clerical Assistant 6430	1	120	120
	Receptionist 6430	1	120	120
	Specialists 6430	2	120	240
	Counselor's Offices 6430	2	110	220
	Adjunct Offices 6430	2	110	220
	Tutoring/Peer Counseling (Workstations) 6430	6	100	600
	Computer Room 6430	1	250	250
	Orientation Room 6430	1	500	500
				2,590
			Subtotal	7,030

BLOCK D VP Student Services	Description	# of	ASF Unit	ASF Total
	Vice Pres Office 6010	1	240	240
	Clerical Assistants 6010	2	150	300
	Workroom 6010	1	250	250
	Meeting Rm 6010	1	250	250
				1,040

BLOCK E Bookstore	Description	#of	ASF Unit	ASF Total
	Bookstore 6910	1	5,000	5,000
	Bookstore Serv 6910	1	3,000	3,000
	Bookstore Serv 6910	5	160	800
				8,800

BLOCK F Student Activities	Description	# of	ASF Unit	ASF Total
	Reception Area 6450	1	1,000	1,000
	Club Room/Mail Boxes 6450	1	1,000	1,000
	Dean's Office	1	140	140
	CoordinatorsOffice	1	110	120
	Office 6450	5	160	800
	Judicial Office 6450	1	110	110
	Judicial Office 6450	1	100	100
	Judicial 6450	1	250	250
	Workroom 6450	1	800	800
	General Meeting Rm 6450	1	1,500	1,500
				5,820

BLOCK G Shared Facilities	Description	# of	ASF Unit	ASF Total
	Staff Lounge 6199	1	500	500
	Shared Space Computer Room 6199	1	900	900
				1,400

Educational	Description	# of	ASF Unit	ASF Total
	Director's Office 6320	1	120	120
	Support Offices 6320	2	110	220
	Special Program Asst 6320	2	110	220
	Reception 6320	1	60	60
	Workroom/Storage 6320	1	250	250
	Meeting Rm (shared) 6320	1	250	250
				1,120

Student Services Subtotal 42,794 ASF

Administration

BLOCK A President's Office/Board of Trustees	Description	# of Rooms	ASF Unit	ASF Total
	President's Office 6620	1	320	320
	Rest Room 6620	2	120	240
	(3 Stations) 6620	3	120	360
	Reception Area for the (3 Stations) 6620	1	100	100
	Workroom (With Sink) 6620	1	250	250
	Conference Room 6620	1	250	250
	Conference Room Service (Kitchen) 6620	1	120	120
	Board Meeting Room 6620	1	2,400	2,400
				4,040

BLOCK B Vice President Business Services	includes Fiscal services			
	Description	# of Rooms	ASF Unit	ASF Total
	Vice President's Office 6720	1	240	240
	(2 Stations) 6720	2	120	240
	Reception for the (2 Stations) 6720	1	60	60
	Workroom (With Sink) 6720	1	250	250
	Vault 6720	1	100	100
	Fiscal Services Offices 6720			-
	Director's Office	1	120	120
	Manager's Offices	3	110	330
	Cashiers Cage Office	1	160	160
	Clerical Stations 6720	16	100	1,600
	Files Storage 6720	1	200	200
	Meeting Room 6720	1	250	250
	Meeting Rm Service 6720	1	80	80
	Workroom/Copy Room 6730	1	250	250
				3,630

BLOCK C Vice President Academic Affairs	Description	# of Rooms	ASF Unit	ASF Total
	Vice President's Office 6010	1	240	240
	Dean's Office	1	140	140
	Faculty Senate Office	1	140	140
	(4 stations) 6020	4	120	480
	Reception for the (4 stations) 6020	1	60	60
	Workroom (With Sink) 6020	1	250	250
	Meeting Room 6020	1	250	250
				1,560

BLOCK D Human Resources	Description	# of Rooms	ASF Unit	ASF Total
	Vice President's Office 6730	1	240	240
	(2 stations) 6730	2	120	240
	Reception for the (2 stations) 6730	1	60	60
	Director's Offices 6730	2	120	240
	Clerical Stations 6730	3	120	360
	Workroom/Copy Room 6730	1	250	250
	Files Storage 6730	1	350	350
	Meeting Room (Interviews) 6730	1	300	300
	Mt Room Service (Kitchen) 6730	1	150	150
				2,190

BLOCK E Mail Room/Communications Center	Description	# of Rooms	ASF Unit	ASF Total
	Mail Room 6770	1	500	500
	Communications Center 6770	1	160	160
	Clerk's Office	1	110	110
				770

BLOCK F Public Affairs/ Foundation	Description	# of Rooms	ASF Unit	ASF Total
	Office 6900	10	110	1,100
	Director's Offices 6900	2	120	240
	(6 stations) 6900	6	120	720
	Reception for the (6 stations) 6900	1	60	60
	Lounge 6900	1	150	150
	Meeting Room 6900	1	250	250
	Workroom 6900	1	250	250
				2,770

Administration Subtotal	14,300	ASF
TOTAL	57,094	ASF

Contract No. 18P001

MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

This MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT (the "AGREEMENT") is made and entered into this **6th** day of **June** in the year **2019** by and between the **CERRITOS COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as the "DISTRICT", and **THE HILL PARTNERSHIP, INC DBA HPI ARCHITECTS**, hereinafter referred to as the "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, the PARTIES agree this AGREEMENT will be supplemented from time to time with individual "PROJECT ASSIGNMENT AGREEMENT(S)" which will supplement this AGREEMENT and which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the ARCHITECT (and its services) shall, in each instance in which the ARCHITECT is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT", continue to be governed by the terms of this AGREEMENT in addition to the specific tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)";

WHEREAS, DISTRICT desires to obtain architectural services for various modernization and new construction projects throughout the DISTRICT, each of which shall be incorporated into this AGREEMENT through a valid PROJECT ASSIGNMENT AGREEMENT and deemed a "PROJECT" subject to all the terms and conditions of this AGREEMENT;

WHEREAS, the PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT shall reference this Master Architectural/Engineering Services Agreement as well as identify the specific PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation;

WHEREAS, the ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each PROJECT and as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT;

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT, the PARTIES agree that the terms currently set forth in Articles III through IX and XIII shall always be controlling unless otherwise set forth in this AGREEMENT;

WHEREAS, the ARCHITECT understands and agrees that the execution of this Master Architectural/Engineering Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the ARCHITECT;

WHEREAS, ARCHITECT understands that state and/or local bond funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If adequate state funding and/or local bond funding is not received for any PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT and as otherwise set forth in the individual PROJECT ASSIGNMENT AGREEMENT(S) that are executed between the DISTRICT and ARCHITECT in connection with a PROJECT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than $21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq., including signing the required certification.

4. The ARCHITECT shall submit a Program, schematic design (SD), design development (DD), construction drawing (CD), DSA schedule for review and approval by the DISTRICT. ARCHITECT shall provide major milestones and comply with said schedule, as well as manage all their consultants accordingly. ARCHITECT shall provide monthly schedule updates for review. Should the ARCHITECT not adhere to the approved schedule, the ARCHITECT shall provide a recovery schedule within five (5) days upon request by the DISTRICT. Along with the recovery schedule, ARCHITECT shall submit a written plan on how it will comply with the recovery schedule. Weekly updates will be required until all days have been recovered. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before the date(s) that are approved by the DISTRICT and detailed in the PROJECT ASSIGNMENT AGREEMENT.

DRAFT

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described in this Article, and include structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, and estimating services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The contract(s) between the DISTRICT and Contractor(s) awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contracts between the DISTRICT and Contractor(s), drawings, specifications, addenda and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor(s).

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, health department, health department cross connection contamination, water, sanitary or storm sewer, storm water permits, telephone, public utilities, as well as the Air Quality Management District (AQMD), the County Fire Marshall, the State Water Resources Control Board (SWRCB), the State Chancellor's Office (State Chancellor) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining, based on information provided by the District, the adequacy of existing utilities to support the proposed PROJECT and shall be responsible for any design or documentation required to make points of connection to existing utility services required for the PROJECT. The ARCHITECT may need to research existing campus drawings which shall be provided by the DISTRICT, make reasonable efforts to obtain drawings from the DSA on the basis of previous DSA approval numbers as provided by the DISTRICT and/or cooperate with other DISTRICT A/E consultants to obtain the necessary information. The ARCHITECT must visit the site, as often as necessary, to become familiar with readily observable existing surface conditions.

4. RESERVED.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements prior to preparing preliminary designs for the PROJECT. Such evaluation shall include consideration of alternative approaches to design and construction of the PROJECT and evaluation of any educational specification requirements provided by the DISTRICT.

6. The ARCHITECT shall review and become familiar with the Board of Trustees (BOT) approved master plan; shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations; and shall review the surveys, evaluations and studies with the DISTRICT to ensure prospective PROJECTS are planned and sited in accordance with the master plan.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT during the Schematic Design Phase including, but not limited to, size, quality, complexity, during the programming phase. During the Design Development Phase, the ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, during the programming phase unless such changes materially and substantially alter the design of the PROJECT.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or other separate consultants retained by DISTRICT. To the extent possible, the PARTIES shall endeavor to detail, in the PROJECT ASSIGNMENT AGREEMENT(S) entered into between the PARTIES, all the consultants that will be retained by the DISTRICT in connection with a PROJECT.

11. Upon the request of the DISTRICT, the ARCHITECT shall provide detailed estimates of construction costs to DISTRICT, as further described in Articles V and VI.

12. RESERVED.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs of equipment that is incorporated into the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for, or in connection with code or DISTRICT required graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the ARCHITECT shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT. Travel required in the execution of this requirement for items requested by the DISTRICT exceeding 200 miles shall be considered a reimbursable expense in accordance to Article XI, Section 1.

16. The ARCHITECT shall review, become familiar with and incorporate the DISTRICT's Campus Standards. THE ARCHITECT shall consult with DISTRICT should there be any changes in industry relative to the Campus Standards in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that

materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall work with the DISTRICT to utilize and consider funding from grants and alternative funding sources as identified in the PROJECT ASSIGNMENT AGREEMENT(S).

19. The ARCHITECT shall prepare for, and make formal presentations to, the BOT of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. The ARCHITECT shall cooperate with and endeavor to provide the necessary coordination with the DISTRICT's consultants including, but not limited to, AV/IT consultants, Furniture/Fixture/Equipment consultant, Space Planner, SWPPP consultant, and Geotechnical consultants for design interface, background coordination, design meetings, etc.

24. The ARCHITECT shall prepare all SD, DD, and CD drawings in a CADD or three dimensional electronic format, such as REVIT. Architect shall provide electronic files of such drawings for the convenience of the Contractor(s) related to the Contractor's responsibility to provide CADD or B.I.M. drawings for overhead and underground coordination, including but not limited to, the General Contractor and/or trade contractors. The use of B.I.M. related files shall be limited to use for horizontal and vertical control only. The DISTRICT agrees to incorporate terms into the Contract Documents with the Contractor that such CADD or three dimension electronic format drawings are only provided to the Contractor for convenience purposes and do not substitute for or alter the PROJECT's Construction Documents.

25. The Owner has hired a program manager/construction manager (PM/CM) to administer and coordinate all of the Projects on the District's behalf. The Architect shall cooperate with the PM/CM and respond to any request or directives authorized by the District to be made or given by the PM/CM when such requests or directives are in accordance with the AGREEMENT.

26. The ARCHITECT shall work in concert with the District's space planning consultant. The ARCHITECT shall coordinate and spend the necessary time to understand the educational program, master-plan, and work with, campus end users, deans and campus administration, along with making recommendations for Project scope, size, building and site space relationships.

27. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT as set forth in Article II, Section 5.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. The ARCHITECT shall perform all schematic design services set forth in this paragraph as well as those services detailed in Exhibit "A" of this AGREEMENT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT, at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase will be provided as an additional service in accordance with Article III unless such construction schemes are necessary due to the fault of the ARCHITECT or result from the PROJECT exceeding the estimated budget constraint due to the ARCHITECT's actions or inactions.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall review and observe existing conditions or facilities that are reasonably visible based on access provided by the DISTRICT and shall make reasonable efforts to visually confirm such conditions or facilities are consistent with drawings of existing conditions as provided by the DISTRICT.

g. The ARCHITECT shall coordinate and conduct the necessary user group meetings with DISTRICT personnel and incorporate such feedback and information provided at these meetings into the ARCHITECT's Construction Documents. The ARCHITECT shall prepare meeting minutes following each meeting regardless of the type or purpose of the meeting and provide such meeting minutes to the DISTRICT.

h. The ARCHITECT shall perform Schematic Design Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

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i. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

28. **Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the services set forth in Article II, section 27, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, and materials. The ARCHITECT shall perform all Design Development Phase services set forth herein Article II, Section 28, as well as those services detailed in Exhibit "A" of this AGREEMENT.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

c. The ARCHITECT shall perform Design Development Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

29. **Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent three dimensional or B.I.M. format as specifically identified in the PROJECT ASSIGNMENT AGREEMENT(S) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of the State Chancellor and DSA. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and Group I equipment required for the PROJECT. The ARCHITECT shall perform all Construction Document Phase services necessary to complete the PROJECT as set forth herein Article II, Section 29, as well as those services detailed in Exhibit "A" of this AGREEMENT. Prior to DSA approval, ARCHITECT shall run clash detection and resolve all clashes.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of all governmental agencies having jurisdiction over, the PROJECT, including the State Chancellor, DSA, City Design Review (DRC), County Health Department, Local and County Fire Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared.

c. The ARCHITECT shall provide the DISTRICT with an estimated PROJECT Construction Cost which includes any and all changes required by the DSA or any other governmental agency having jurisdiction over the PROJECT. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide a third party (internal or external resource) Constructability/Quality Control document for DISTRICT and DISTRICT's Representative for review and record and shall provide a follow up document advising how each constructability item has been addressed prior to bid. This document shall be submitted to DISTRICT and DISTRICT Representative for review and record no later than final DSA approval.

30. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist in the preparation of necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. RESERVED.

d. The ARCHITECT shall forward a reproducible set of Construction Documents and specifications to a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, the ARCHITECT shall provide the DISTRICT with the requested electronic file set forth in the PROJECT ASSIGNMENT AGREEMENT(S).

e. The ARCHITECT shall only submit DSA or required governing agency approved and stamped Construction Documents to the DISTRICT's designated reprographics company for use on the PROJECT's bid unless specifically instructed otherwise by the DISTRICT in writing.

f. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to the drawings, specifications and other documents resulting therefrom prior to the bid date.

g. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget as set forth in Articles V and VI.

31. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT representative shall be a licensed architect empowered to make decisions in the field (i.e., on the project site) or as necessary as not to delay construction activities and/or work in progress.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, attending weekly construction/progress meetings, at the site. The ARCHITECT shall walk the site during each meeting and to render architectural and/or engineering observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); provide a field/observation report, make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and the review of laboratory reports thereof subject to DISTRICT knowledge and approval; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT, if the ARCHITECT becomes aware of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor and if construction is not in conformance with the plans and specifications.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which, on the basis of ARCHITECT's observations or knowledge at the site, does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Work. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

l. The ARCHITECT shall, at no additional cost, provide services required or reasonably requested by the DISTRICT made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time.

The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT as well as all changes that arise out of any Requests for Information, Change Orders, Field Directives, or other similar documents that result in a change to the originally approved plans for the PROJECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. RESERVED.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, the State Chancellor, and DSA, in a timely manner and cooperate with the District to ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an as-built AutoCAD file of all record conditions based on marked-up prints, drawings, addenda, RFIs, submittal changes, bulletins and other data which changed the contract documents. The electronic file shall be submitted to the DISTRICT on disk in a PDF.

v. The ARCHITECT shall cooperate with the District to secure the Contractor's compliance with requirements included in the Construction Documents requiring the Contractor to provide services to assist the DISTRICT in the startup and utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation. ARCHITECT shall incorporate into the Construction Documents the requirements for the Contractor to provide services set forth in this Paragraph including, but not limited to, the DISTRICT's required operation and maintenance manual needs and personnel training of all required systems.

w. Prior to start of construction, the ARCHITECT shall verify that the following two documents have been submitted to the Division of the State Architect ("DSA"):

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted ten (10) days prior to the time of starting construction.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms have not been promptly completed and submitted to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

32. **Project Close-Out**

a. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described herein Article II, Section 32 (b) and (c) to the DSA for review prior to issuance of a "Certificate of Completion". The ARCHITECT shall submit all documents prepared by or in control of the ARCHITECT to the DSA without delay.

b. During the period the PROJECT or any portion thereof is under construction, the ARCHITECT shall verify that the following two documents have been submitted to the DSA:

1. Copies of the Inspector of Record's semi-monthly reports.

2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

c. Upon the completion of all construction, including Punch-List Items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

1. Copy of the Notice of Completion.

2. Final Verified Report Form DSA 6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

3. Final Verified Report Form DSA 6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).

4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

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5. Weighmaster's Certificate (if required by approved drawings and specifications).

6. Copies of the signature page of all Addenda as approved by DSA.

7. Copies of the signature pages of all Deferred Approvals as approved by DSA.

8. Copies of the signature page of all Change Orders as approved by DSA.

9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

d. The ARCHITECT shall provide to the DISTRICT all DSA required forms for DISTRICT coordinated signature. DISTRICT shall return forms to ARCHITECT for DSA closeout

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Making material revisions in drawings, specifications or other documents when such revisions are required by programmatic changes in the PROJECT including changes in the size, quality or complexity of the PROJECT subsequent to approval by the DISTRICT of the Schematic Design Phase documents when such changes materially and substantially alter the design of the PROJECT.

c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct negligence, errors or omissions on the part of ARCHITECT.

d. Providing consultation concerning replacement of work damaged by fire or other cause and furnishing services required in connection with the replacement of such work.

e. Providing services made necessary by the default of the Contractor, which do not arise directly or indirectly from the negligence, errors or omissions of ARCHITECT.

f. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

g. Providing services in connection with evaluating substitutions proposed by the Contractor subsequent to the date bid are opened.

h. Should the construction time be exceeded at no fault of the ARCHITECT, where it is determined that the sole fault is that of the Contractor, ARCHITECT shall be compensated for the time associated with attending additional visits to the site and meetings related to the delay in the PROJECT's completion due to the Contractor's actions or inactions. Payment to the ARCHITECT for attending such additional site visits or meetings on account of delay in the PROJECT's completion is expressly conditioned upon the ARCHITECT having no fault in the PROJECT's delay. In no event shall the basic services described in Article II, Sections 31 and 32 ever be compensated as additional services no matter when such basic services are performed by the ARCHITECT.

i. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. Prior to the Schematic Design Phase, the ARCHITECT shall assist the DISTRICT in the preparation of a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. Upon the completion of the Schematic Design Phase, the DISTRICT shall

review and approve the Construction Cost budget prepared by the ARCHITECT which shall include all work designed or specified by the ARCHITECT, all agreed upon bonding and insurance costs, all agreed upon design and construction contingencies, and an agreed escalation cost through the midpoint of construction and this Construction Cost budget shall be the "APPROVED BUDGET" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4. The DISTRICT shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations including pavement sections.

5. RESERVED.

6. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

7. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

8. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

9. The ARCHITECT shall be entitled to rely upon the information provided by the DISTRICT.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, Construction Document phases, and following DSA approval of the plans and specifications, Construction Cost, as defined in Article V, Section 2 below, shall be reconciled against the DISTRICT's APPROVED BUDGET for the construction of the

PROJECT as developed by the ARCHITECT and the DISTRICT in accordance with Article IV, Section 2 above.

2. PROJECT Construction Cost, as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT. Construction Cost shall not include the following: Any payments to ARCHITECT or consultants for costs of inspections, surveys, and tests not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsive, responsible bidder.

5. Any APPROVED BUDGET or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the APPROVED BUDGET:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT or relative PROJECT ASSIGNMENT AGREEMENT(S) in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages which bring the PROJECT into approved budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost at no additional cost.

7. If the lowest bid received exceeds the APPROVED BUDGET by more than ten percent (10%) and the DISTRICT chooses to proceed under Article V, Section 6(d. or e.), the ARCHITECT, without additional charge, agrees to prepare deductive change packages and/or redesign the PROJECT until the PROJECT is brought within the APPROVED BUDGET set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget set forth in this AGREEMENT.

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ARTICLE VI - ESTIMATE OF PROBABLE PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at the Schematic Design, Design Development and Construction Document phases of his services. If such estimates are in excess of the APPROVED BUDGET, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. RESERVED.

4. The estimate format shall be by the CSI specification, quantity, unit cost, and total with a summary total by CSI division or other format as defined in the PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall provide a sample estimate to the DISTRICT for review and approval of the format of the estimate prior to performing any estimates.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, the DISTRICT shall indemnify and hold harmless the ARCHITECT against all damages, liabilities or costs including reasonable attorney's fees and defense cost arising out of or in any way connected with the reuse of the plans and specifications.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute according to the procedures set forth in Article VIII, Section 6 below. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to resolve the dispute pursuant to the dispute resolution procedures detailed in Article VIII, Section 6 below.

6. Dispute Resolution Procedures. In the event of a dispute between the PARTIES, the DISTRICT and ARCHITECT agree to informally discuss such disputes and resolve the same through "Direct Negotiations." Direct Negotiation will be the initial process utilized by the DISTRICT or ARCHITECT after the issuance of a written notice of any claim arising out of or relating to this AGREEMENT. Either the DISTRICT or ARCHITECT may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of this AGREEMENT. Direct Negotiation representatives of the parties shall be the DISTRICT's designated representative and the ARCHITECT's designated representative. Any requested Direct Negotiations will take place at the PROJECT or at a mutually agreeable location specified by the PARTIES' designated representatives, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation is requested by either PARTY. The PARTIES shall negotiate in good faith in an effort to

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resolve the claim, dispute, or other matter arising out of the AGREEMENT. Each PARTY shall document the results of the Direct Negotiation and these documents shall be exchanged between the PARTIES.

The ARCHITECT agrees that all claims, disputes or controversies that the ARCHITECT may have that arise out of or relate to this AGREEMENT, or breach thereof, which are not resolved by Direct Negotiations as described hereinabove, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the PARTIES. In the event the PARTIES are unable to agree upon the identity of the mediator within fifteen (15) days from the date either PARTY submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected pursuant to the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the PARTIES. The PARTIES shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. The ARCHITECT shall not commence or pursue litigation on a claim, dispute or controversy related to this AGREEMENT until the PARTIES have first mediated the same.

In the event a claim, dispute or controversy remains unresolved after mediation, such ARCHITECT claim, dispute or controversy may be submitted to a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION INCORPORATED, OR ATTACHED TO ANY PROJECT ASSIGNMENT AGREEMENT AS AN ATTACHMENT, SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. For performing all the basic services set forth in Article II and Exhibit "A" that are necessary for the completion of a PROJECT (collectively the "Basic Services"), the DISTRICT agrees to pay the ARCHITECT an amount not to exceed the applicable fee percentages set forth in Exhibit "B". In no event shall the Architect Fee for Basic Services for any PROJECT exceed the fee percentages set forth in Exhibit "B". The ARCHITECT's compensation for Basic Services on a PROJECT shall be determined by applying the appropriate fee basis to the agreed upon fee schedule set forth in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT (the "Architect Fee"). The Architect Fee shall always be based upon the APPROVED BUDGET that is accepted by the DISTRICT at the completion of the Schematic Design Phase unless the terms of Article X, Section 1(a) apply. Fluctuations in the PROJECT's approved

construction cost after the Schematic Design Phase shall not affect the Architect Fee in any way unless the provisions of Article X, Section 1(a) apply.

a. If the lowest responsive responsible bid received for the PROJECT is more than five percent (5%) less than the APPROVED BUDGET, the ARCHITECT's compensation for Basic Services shall be determined by applying the actual Construction Cost, based upon the lowest responsive responsible bid, to the fee schedule set forth in the applicable PROJECT ASSIGNMENT AGREEMENT rather than the APPROVED BUDGET. For purposes of calculating the ARCHITECT's compensation for Basic Services under this Section, the Construction Cost shall include the total award from the initial construction contract(s), plus all approved additive and deductive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT. Payments to the ARCHITECT shall be adjusted accordingly, at the time bids are opened, in order to account for the applicable fee basis triggered by this Section.

2. Payment of the Architect Fee on a PROJECT will be as follows unless otherwise agreed to in an approved PROJECT ASSIGNMENT AGREEMENT:

a. Schematic Design: No more than ten percent (10%) of the estimated Architect Fee, to be paid monthly based on actual level of completion.

b. Design Development: No more than fifteen percent (15%) of the Architect Fee, to be paid monthly based on actual level of completion.

c. Construction Documents: No more than forty percent (40%) of the Architect Fee, to be paid monthly based on actual level of completion

d. D.S.A. Approval: No more than three percent (3%) of the Architect Fee payable upon final stamped approval of all Construction Documents by the DSA.

e. Bidding Phase: No more than two percent (2%) of the estimated Architect Fee, to be paid upon the DISTRICT's award of the PROJECT.

f. Construction Phase: No more than twenty percent (20%) of the Architect Fee, to be paid monthly based on actual level of completion

g. Close-Out Phase: five percent (5%) of the actual the Architect Fee, payable upon the completion of all requirements set forth in Article II, Section 32 involving the submittal of PROJECT documentation, including, without limitation, record and as-built documents forwarded to DISTRICT and the applicable governmental agencies having jurisdiction over the PROJECT. The required documents (independent of DISTRICT requirements) shall be delivered within sixty (60) days of PROJECT acceptance. This Paragraph also requires submission of all required documents and information to the DSA for close-out and certification, and approval and confirmation by the DISTRICT that all required documents have been submitted to DSA.

h. DSA Certification of Project: Upon receipt of final PROJECT close-out certification from the DSA, the DISTRICT shall release the final five percent (5%) of the actual Architect Fee,

to increase the total amount paid to the ARCHITECT to one hundred percent (100%) compensation due for the PROJECT.

3. The ARCHITECT must obtain the DISTRICT's written approval to perform any additional services including, but not limited to, services related to any change order or corresponding work. In the event the ARCHITECT performs any services in connection with a change order without first obtaining the DISTRICT's written direction and/or approval, no increase in the ARCHITECT's Fee will be paid to the ARCHITECT on account of such services or due to any increase in the Construction Cost of the PROJECT or any portion thereof related to such change order or corresponding work.

4. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2 based on the APPROVED BUDGET or bid price as applicable pursuant to Article X, Section 1(a).

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any additional services rendered during the additional period of time for items such as additional site visits and/or meetings shall be negotiated and subject to prior approval by DISTRICT Board. Payment for approved extra services arising from Contractor-caused delays shall only be made if such delays are not the fault of the ARCHITECT and do not arise from any errors or omissions of the ARCHITECT. The ARCHITECT shall not receive any additional compensation for performing Basic Services no matter when such services are performed.

6. Expenses incurred beyond those noted under ARTICLE XI by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

7. Payments for services and reimbursable expenses shall be made monthly by ARCHITECT in proportion to services performed and reimbursable expenses incurred. DISTRICT shall, within thirty (30) calendar days of receipt of ARCHITECT's invoice pay all undisputed charges thereon. The DISTRICT shall advise the ARCHITECT of any disputed charges within twenty one (21) calendar days from the date the DISTRICT receives an invoice from the ARCHITECT with such disputed charges.

8. In the event the DISTRICT incurs additional costs on the PROJECT due to errors and omissions by the ARCHITECT which exceed 2% of the sum of all PRIME contracts, the ARCHITECT shall reimburse the DISTRICT 50% of the Prime Contractors' OH&P markup related to such errors and/or omissions.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Reproduction of drawings and specifications by this AGREEMENT, which includes sets of construction documents and all progress;

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT;

c. Renderings, models, mock-ups requested by the DISTRICT;

d. Professional photography;

e. Travel expenses in excess of 200 miles from the PROJECT site that are approved by the DISTRICT, in writing, before such expenses are incurred; and

f. Other PROJECT related expenses that may be approved by the DISTRICT in a PROJECT ASSIGNMENT AGREEMENT before such expenses are incurred by the ARCHITECT.

2. Estimates of reimbursable expenses shall be established in each PROJECT ASSIGNMENT AGREEMENT, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable expenses shall not include the following unless otherwise approved in a PROJECT ASSIGNMENT AGREEMENT:

a. Travel expenses unless otherwise permitted under Article XI, Section 1 above;
b. Check prints;
c. Prints, or plots of plans or specifications made for ARCHITECT's or ARCHITECT's consultants use in the provision of the services;
d. Preliminary plans and specifications;
e. ARCHITECT's consultants' reimbursables except as enumerated in Article XI, Section 1 above;
f. Models or mock-ups unless requested by the DISTRICT; and
g. Time required for meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public local agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of its basic professional services, shall furnish, at the ARCHITECT's own expense, the services of landscape architects, structural, mechanical, and electrical and civil engineers.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent, person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall have authority to make critical PROJECT decisions in a timely manner that shall be binding upon the ARCHITECT and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and ARCHITECT during all phases, unless noted otherwise, of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT. Written record of DISTRICT related construction progress meetings during the Construction Phase of the PROJECT are to be provide by the District's Program Manager.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT and the DISTRICT's Program/Construction Manager entirely harmless from all liability arising out of:

a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT. Any other indemnity that is attached to this AGREEMENT as part of any PROJECT ASSIGNMENT AGREEMENT shall be void and unenforceable between the PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the state of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of $1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter to the extent commercially available at rates consistent with the time of execution of this AGREEMENT, adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Documents/Papers Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Section 3(a),(b),(c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents 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 Workers Compensation. ARCHITECT assumes full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may only be amended or modified by a written PROJECT ASSIGNMENT AGREEMENT or other written document that is signed by both the DISTRICT and the ARCHITECT. Any PROJECT ASSIGNMENT AGREEMENT referencing this AGREEMENT shall be incorporated herein by this reference and made a part hereof.

9. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

10. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. The Recitals set forth hereinabove are expressly incorporated herein and are agreed upon as correctly setting forth the nature of this AGREEMENT between the PARTIES.

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The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
The Hill Partnership, Inc. DBA HPI Architects	**Cerritos Community College District**
By: _____	By: _____
_____	_____

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EXHIBIT "A"

The following Architectural and Engineering Checklist of services defines the requirements that shall be required, for every PROJECT that is completed pursuant to the Master Architectural Services Agreement between the DISTRICT and the ARCHITECT, as they apply to the various design phases. It is intended to be a guide in order to obtain uniformity and coherence in information provided by the ARCHITECT and Engineers, and in the presentation of Design Documents and is the basis for determining completeness for each design phase submission.

The Checklist includes:

- Schematic Design Phase Submission
- Design Development Phase Submission
- Construction Document Phase Submission
- Construction Document Phase Final Submission

SCHEMATIC DESIGN PHASE SUBMISSION

Civil/Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines.

Proposed and Existing Site Plans

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping.
  - Major trees and vegetation.
  - Outcroppings.
  - Fences and Barriers.
- Site features and conditions.
  - Existing contours.
  - Flood zones or hazards.
  - Property lines.
  - Layout leases or easements.
  - Zoning setbacks.
  - Unusual seismic conditions as provided by District Geotechnical Engineer
  - Identifiable site constraints.
  - Utility lines.
  - Manholes, drains, utility access.
  - Analyze historic or archaeological impact with District consultant as requested by the District.
- Paved Surfaces
  - Major streets.

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    - Vehicular routes.
    - Curbs.
    - Walks.
    - Pedestrian access routes.
    - Bicycle paths and parking.
    - Parking with handicapped locations.
    - Service areas.
    - Other paved areas.
- Other elements.
    - Nuisance land uses.
    - Convenience nodes (mass transit, drop-off area) coordinated with Transportation Consultant as deemed appropriate by District and A/E team.
    - Facilities that may have interruption of any utility.
- Proposed contours.
- Limits of work.
- Indication of future surrounding improvements.

Demolition Plan

Basis for Design Report

- Utilities statement: companies, agencies, individual contacts.
    - Electrical power
    - Mechanical
    - Site utilities
    - Fire protection
- Analysis/description of conceptual design solutions
    - Design objectives.
    - Environmental determinants
    - Site utilities
    - Land forms
    - Irrigation system
    - Lawns and plantings based on programming
    - Grading
    - Physical site characteristics
    - Impact of building on site
    - Impact of site on building
- Concept plan for drainage and grading
- Demolition requirements

Architectural and/or Engineering

All Architectural and/or Engineering documentation will:

- Be coordinated with similar activities in other disciplines.

Floor plan of each level.

- Area names.

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- Capacity information (no. of beds, seating, etc.)
- Departmental assignments.
- Floor elevations.
- Lightwells.
- Mechanical areas.
- Multilevel spaces.
- Partition locations.
- Planning grid.
- Preliminary Group I equipment and description. Coordination of Group II FF&E with District's consultant.
- Public areas.
- Room names.
- Service Areas.
- Skylights.
- Vertical transportation.
- Preliminary furniture and equipment layout for coordination with District's consultant
- Indicate major materials and systems.
- Outline of finishes.

Code Analysis Report & Diagrammatic Plans
- List features required by CODE.
- CODE analysis.
- Fire areas.
- Fire walls.
- Smoke zones.
- Travel distances.
- Areas of refuge.
- Define building type.
- Define use category.

Area Calculations Spreadsheet

Building exterior elevations.
- Indicate surface materials for all areas.
- Finish grades
- Major floor elevations above and below grade
- Significant site features
- Exposed mechanical and electrical equipment.
- Sketch elevations or perspectives of buildings.
- Description of various design features.

Building Section
- Relative thickness of floors.
- Relative thickness of walls.

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- Major floor elevations.
- Finish grades.
- Major room names.
- Significant mechanical and electrical equipment.
- Relationship to site contours.

Basis for Design Report

Outline specification

Structural

All structural documentation will:
- Be coordinated with similar activities in other disciplines

Structural schematic floor plans
- Indicate foundation design.
- Indicate major bracing locations.
- Locate typical bay.
- Indicate structural framing systems.

Basis for Design Report
- Provide description of proposed vertical and lateral load resisting systems.
- Indicate loading based on code assessment.
    - Vertical Loading
    - Seismic and Wind Loading
- Discuss need for vibration requirements and analysis

Mechanical

All Mechanical documentation will:
- Be coordinated with similar activates in other disciplines.

Locate existing mechanical HVAC equipment, if applicable.

Lay out major components.

Verify locations of mechanical rooms with architectural and/or engineering plans.

Verify locations of vertical shafts with architectural and/or engineering plans.

Identify connections to major utilities.
- Steam

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- Chilled water

Indicate existing intakes and exhausts relationships to
- Loading docks
- Kitchen
- Emergency generator
- Other

Basis for Design Report
- Present conditions
- Design conditions
    - Outside air temperature
    - Inside air temperature
    - Air changes
    - Relative humidity
    - Utility pressure
    - Methodology for utility demands
- Special requirements
    - Fume hood
    - Biosafety cabinet
    - Other local exhaust requirements
    - Constant temperature rooms
    - Clean rooms
- Overall HVAC system concepts
- Energy recovery systems
- Life cycle cost analysis, if required.
- Analysis of conceptual design solutions.
    - Energy source
    - Energy conservation
    - Heating and ventilating
    - Air conditioning
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Plumbing

Locate existing Plumbing equipment, if required.

Lay out major components.

Verify locations of vertical shafts with architectural and/or engineering plans.

Identify connections to major utilities
- Natural gas

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- Water
- Special water (De-ionized)
- Sewer
- Specialty gases (systems or tanks)
- Vacuum
- Compressed air

Basis for Design Report

- Present conditions
- Requirements for plumbing services
    - Waste recovery
- Overall plumbing system concepts.
- Fire protection
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Locate existing fire protection equipment or systems, if applicable.

Lay out major components

Basis for Design Report

- Present conditions
- Requirements for fire protection
- Overall system concepts
- Discussion of alternative materials, systems, and equipment as requested by the College and as deemed appropriate by the A/E team.
- Calculation of the existing water supply
- Calculation of the required water supply
- Hydrostatic flow test as provided by District
- Schematic plans with overall fire protection concepts
- Special fire suppression systems
    - Descriptions
    - Locations
    - Justification for use

Electrical

All Electrical documentation will:

- Be coordinated with other disciplines.

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Locate existing connections to

- Power
    - Primary voltage
    - Primary voltage transformation
    - Secondary distribution
    - Illumination
    - Emergency and UPS systems
    - Special grounding
- Communications
    - Shielding
    - Internal communication systems
    - Telephone system
    - Data and LAN systems
    - Television system
- Safety
    - Fire detection systems
    - Security systems
    - Equipment and alarm systems
- Other
    - Regulated clock systems
    - Special electric systems

Layout of major components of existing system, if applicable.

- Power
- Communications
- Safety
- Other

Single Line indication of major feeder routes

Indicate general space requirements

Verify locations of electrical rooms with architectural and/or engineering plans

Verify locations of vertical shafts with architectural and/or engineering plans

Basis for Design Report

Calculations of existing size and available capacity

- Power
    - Primary voltage
    - Primary voltage transformation
    - Secondary distribution
    - Illumination
    - Analysis/description of conceptual site lighting design solution
    - Emergency and UPS systems

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    - Special grounding
- Communications
    - Shielding
    - Internal communication systems
    - Telephone system
    - Data and LAN systems
    - Television system
- Safety
    - Fire detection systems
    - Security systems
    - Equipment and alarm systems
- Other
    - Regulated clock systems
    - Special electric systems

Existing conditions and systems

Electrical plant analysis

Description of primary service available

Overall electrical system concept

Systems outline proposed

Life safety equipment load

Description of emergency power system

DESIGN DEVELOPMENT PHASE SUBMISSION

Civil/Landscaping

All site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design phase

Vicinity Plan

Existing Site Plan, if required.

DRAFT

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping
- Site features and conditions
- Paved surfaces
- Structures
- Other elements

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Building footprint
  - Spot elevations
- Key design elements
- Major landscaping
- Utility lines
- Concept plan for drainage and grading.
- Vehicular access routes
- Pedestrian access routes
- Parking
  - Accessible parking
  - Motorcycle
  - Bicycle
  - Striping
  - Overall dimensions
- Walks
  - Overall dimensions
- Curbs
  - Curb cuts
  - Dimensions
- Service areas
- Proposed contours
- Construction related information
  - Location for excavated material
  - Site access routes
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indication of artwork
- Location of signage
- Coordinate security measures with District's consultant
  - Closed circuit TV

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- Gates and booths

Preliminary landscape details

Demolition plan

- Erosion control measures
- Preliminary demolition and removal

Basis for Design Report

- Establishment final scope
  - Relationships
  - Form
  - Size
  - Appearance
- Utilities statement: companies, agencies, individual contacts
- Stormwater management report
- Erosion/sediment control report
- Concept plan for drainage and grading
- Demolition requirements
- Alternative materials, systems, and equipment

Development of draft specification and material list

Architectural and/or Engineering

All Architectural and/or Engineering documentation will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Floor plans of each level

- Identification of existing and new construction
- Double line plans with precise wall thicknesses
- All programmed rooms
- Equipment rooms
- Signal rooms
- Electrical rooms
- Telephone closets
- Mechanical rooms
- Shafts
- Circulation corridors
- Stairs

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- Ladders
- Elevators
  - Number
  - Type
  - Size
- Automatic conveyances
- Room names
- Department or area names
- Planning grid
- Structural grid
- Floor elevations
- Group I Equipment
- Coordination of Group II FF&E with District's consultant.
- Multilevel spaces
- Skylights
- Lightwells
- Significant Mechanical equipment
- Significant electrical equipment
- Capacity information (no. of beds, seating, etc.)
- Overall dimensions
- Plan and layout of typical or repetitive spaces
- Special interior design features
- Fire protection
  - Fire walls
  - Smoke walls
  - Smoke zones

Roof Plan

- Major roof elements
  - Skylights
  - Hatches
  - Major mechanical equipment
  - Major electrical equipment
  - Elevator machine rooms

- Reflected ceiling plan
  - Areas of special interest
  - Major components

Code Analysis Plans

Materials and Finish Plans

- Establish the final scope relative to interior construction

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- Materials
- Finishes
- Colors

Furniture and Equipment Plans

- Group I Equipment selections.
- Coordination of Group II FF&E with District's consultant.

Building exterior elevations

- Indicate all surface materials for all areas
- Significant site features
- Visual impacts of Mechanical equipment and screening

Building interior elevations

- Typical spaces
- Major spaces
- Areas of special interest
- Areas of special complexity

Building sections

- Set floor to floor dimensions
- Establish floor elevations
- Set interstitial space dimensions

Construction details

- Typical wall sections
  - At window
  - At solid wall
  - At parapets and roofs
  - At finished grades and footings

Construction sections

- Typical stairways
- Typical elevator shaft and machine room
- Utility coordination cross sections

Basis for Design Report

Updated Area Calculations Spreadsheet

Draft specification

- Materials Lists

Alternative materials, systems, and equipment

DRAFT

Structural

All reports and other documentation will

- Be a minimum of 35% complete
- Be coordinated with similar activities in each discipline
- Address all remarks from the Schematic Design 15% phase

Structural Plans

- Foundation Plan: Grids, overall dimensions, footing locations and estimated sizes, typical foundation notes, beginning columns and footing schedules.
- Floor Framing Plan: Grids, dimension to elements off grid, main and secondary framing locations, main framing sizes, edge of slab/diaphragm conditions including main shaft openings for vertical transportation and MEP requirements.
- Roof Framing Plans: Similar to Floor Framing.
- Elevations: Critical Elements such as Frames (Braced or Moment), Shear and Retaining walls as occur. Elevations at this level will start to define configuration, location, member size and alignment with other elements such as top of footing and floor to floor heights.
- Sections and Details: Basic pictorial representation of critical sections for coordination with Architect and MEP consultants to define clearances and structural envelope. Define exterior curtain wall stud sizes and connection types. Foundation sections where necessary to define issues for coordination of sub-structure utilities.

Basis for Design Report

- Basis of design document will be updated to incorporate any changes that occur between SD phase and the end of DD issue date and will provide more complete information including sizes of members and other important decisions made by the design team.
- Update report as required for any revisions to geotechnical engineering report.

Draft specifications or materials list

Mechanical

All Mechanical documentation will:

- Be a minimum of 35% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic design 15% phase

DRAFT

Mechanical Site drawings

- Chilled water piping and connections

Mechanical plan drawings

- Block layouts of mechanical spaces
- Indicate existing equipment
- Layout of major components in equipment rooms
- Approximate equipment sizes and capacities
- Required space for equipment
- Required chases and clearances
- Acoustical and vibration control
- Single line presentation of ductwork systems
- Single line HVAC piping mains
- BAS controls
- Energy conservation
- Shafts

Development of draft specifications

- List manufacturers of equipment

Basis for Design Report

- Plant analysis
- Design intent and scope of systems
- Systems outline for proposed project
    - Heating source
    - Refrigeration source
    - HVAC systems
    - Energy conservation
- Block load calculations for space cooling and heating
- Energy analysis for HVAC system.
- Energy recovery analysis
- Energy conservation analysis
- Connected load requirements

Plumbing Plan drawings

- Domestic water piping infrastructure and connection to existing infrastructure
- Storm drain piping infrastructure and connection to existing infrastructure
- Sewer piping infrastructure and connection to existing infrastructure
- Gas piping infrastructure and connection to existing infrastructure

Plumbing Plan drawings

- Location of existing plumbing equipment, if applicable
- Layout of major components
- Plumbing fixtures
- Distribution layouts

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- Utilities
- Piped gas systems
- Hot water
- Water softening
- Plumbing piping mains
- Drainage piping mains
- Shafts
- Plumbing specialties
- Pipe materials

Basis for Design Report

Coordination with structural for support of piping

Development of draft specifications

- List manufacturers of equipment
- Specify manufacturers of equipment

Fire Protection Plan drawings

- Existing fire protection systems, if applicable
- New fire protection mains
- Equipment layouts
- Required space for equipment
- Block layouts for fire protection system

Basis for Design Report

Development of draft specifications

- List manufacturers of equipment
- Approximate sizes and capacities of major components

Electrical

All electrical documentations will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Scaled Electrical plans

- Scaled one-line diagrams of proposed electrical system
    - High-voltage circuitry or transformation required
    - Emergency power
    - Fire alarm

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    - Layout of major components in all electrical equipment rooms
    - Preliminary sizes of major components
    - Emergency / UPS
    - High-Voltage systems
    - Primary transformers
    - Emergency generator
- Identify special features
    - Telephone connections
    - Data connections
    - LAN locations and MIS provisions
    - Under floor raceways
    - Occupancy Sensors
    - Occupancy sensors
    - Power outlets
    - Exit lights
    - Fire alarm
    - Signal system devices

Tentative layouts of components where space is critical

Ceiling plans

- Location of lighting fixtures
- Type of lighting fixtures

Electrical site plan details

- Service entrance locations
- Initial distribution diagram for power
- Telephone
- Signal Systems

Details for site electrical work

Basis for Design Report

- Electrical plant analysis
- Criteria for lighting
- Criteria for electrical system
- Criteria for communication systems
- Building automation concept
- Systems outline with manufacturers and types of systems
- Exterior lighting analysis

Establishment of the final scope

Overall building connected load requirements

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Engineering team shall cooperate with District for review and approval from each utility company or agency on design development drawings

Development of draft specifications or materials lists

Summary

All reports and documentation will:

- Be coordinated with similar activities in each discipline
- Address all remarks from Schematic Design 15% phase

Code Analysis

- Outline of design conformance with regulatory agencies
- Outline of applicable codes
- Building classification
- Zoning category
- Construction type

Design Reports

- Basis for Design with revisions from schematic phase

Building envelope analysis for purposes of Title 24 and CalGreen requirements.

Specifications

- General and supplemental conditions of contract
- Draft of specifications with criteria and quality standards
    - Significant architectural and/or engineering materials
    - Architectural and/or engineering systems
    - Equipment

Design Calculations

- Structural
    - Preliminary structural calculations including project scope, project design criteria, designs for a majority of the main beams and columns and foundation elements to the level of size and thickness, based on general allowable soil pressures.
- HVAC
    - Indoor design conditions U-valve calculations
    - Outdoor design conditions U-valve calculations
    - Ductwork sizing in plenums and shafts
    - Cooling loads
    - Heating loads
- Plumbing
    - Plumbing calculations
    - Pump sizing

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    - Tank sizing
- Fire Protection
    - Sprinkler calculations
    - Fire alarm requirements
- Electrical

CONSTRUCTION DOCUMENT PHASE SUBMISSION

Civil Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document phase

Vicinity Plan

Existing Site Plan, if applicable.
All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Dimension major site features
- Building footprint
- Key design elements
- Major landscaping
- Utility lines
- Plan for drainage and grading
- Vehicular access routes
- Pedestrian access routes
- Parking
- Walks
- Curbs
- Service areas
- Proposed contours
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indicate artwork
- Locate signage
- Coordinate security measures with District's consultant

Sanitary

- Invert elevations for sewage system

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- Legends
- Notes
- Details
- Site plan
- Sized equipment
- Profiles
    - Original Grade
    - Finished grade
    - Manholes
    - Inlets
    - Pipe size
    - Road and walk crossings
    - Elevations of other pertinent utilities

Planting plan

- Location of all trees, shrubs, and lawns
- Complete planting list
- Planting details
- Identify interior planting

Landscape details

Demolition plan

Utility plot plan

- Existing utilities and their connections
- Proposed trunk sewers
- Water distribution loop
- Gas distribution mains
- Location arrangement of water treatment equipment

Alternate schemes

Specifications and material list

- Supporting documentation

Site Construction Document Design Report

- Update Basis of Design

Architectural and/or Engineering

All Architectural and/or Engineering documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

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Entire project site on one sheet for reference

Floor plans on each level

- Indication of artwork
- Code required signage locations

Roof plan

Reflected ceiling plans

Material and Finish Plans

- Material type
- Graphics
- Patterns

Enlarged plans

Code Analysis Plans

Updated Area Calculations Spreadsheet

Interior elevations

- Code required signage locations

Exterior elevations

Signage location

Building sections

Construction details

- Any unique condition not previously covered

Furniture and Equipment Plans

Coordination of Group II FF&E Installation plans included as applicable

- Furniture
- Equipment

Color and finish boards with physical samples

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List of new and reused items to be coordinated with District's consultant

- Number
- Cross referenced to details
- Cross referenced to specifications

Architectural and/or Engineering Design Report

- Update Basis of Design

Structural

All Structural documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

Structural floor plans for each level and roof

- Column reference lines
- Final dimensions
- All bracing
- Sizing of all components
- Special provisions for installation or removal of equipment

Structural foundation plans

- Coordinate location of clean out manholes
- Coordinate location of trenches
- Coordination location of area wells
- Coordinate location and dimension all elevator pits
- Locate elevation of bottom of footing
- Indicate concrete member
    - Dimensions
    - Size
    - Spacing
    - Reinforcing
- Coordinate finished and unfinished spaces
- Coordinate pipe sleeves through footings
- Coordinate pipe sleeves through below grade walls
- Caissons
    - Bottom elevation
    - Bell size
- Elevations
- Top of slab elevations

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- Top of steel elevations

Details

Sections and details

Critical coordination clearances

Details

- Clarification of lengths or arrangement of reinforcement
- Any condition not previously addressed

Schedules

- Schedule for reinforcing bar
- Column schedule

Structural notes

Correlation with architectural/engineering and mechanical features

Specifications

All Mechanical documentation will:

- Be a minimum of 95% completed
- Be coordinated similar activities in other disciplines
- Address all remarks form construction Documentation 35% phase

Complete Construction Documents for HVAC, Plumbing, and Fire Protection

- Symbols legend sheet
- Plans
- Elevations
- Sections
- Notes
- Details
- Riser diagrams
- Schedules
- Control diagrams
- Specifications
- Completed calculations

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Mechanical Design Report

- Update Basis of Design

Electrical

All Electrical documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Documentation 35% phase

Floor plans

Lighting plans

Plot plan

Electrical distribution plan

Riser diagrams

One line diagrams with size and fault currents

- For all switchgear
- For all switchboards
- For all panel boards
- Feeder sizes
- Transformer sizes

Specifications

Electrical Design Report

- Update Basis of Design

All Reports and other documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in each discipline
- Address all remarks from the Construction Document 75% phase

Specifications

Schedules

All design calculations

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CONSTRUCTION DOCUMENT PHASE FINAL SUBMISSION

Final Submission

All Reports and other documentation will:

- Be coordinated with similar activities in each discipline

Final Basis of Design Report for all disciplines

Final specifications

Drawings (sealed and signed by a licensed Architect, Landscape Architect, and/or Professional Engineers responsible for the design)

Final schedules

Final design calculations

Final deliverable

- Reproducible set of working drawings in PDF format
- Reproducible set of specifications in PDF format
- Electronic copy of drawings

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EXHIBIT "B"

ARCHITECT FEE FOR BASIC SERVICES
(for New Construction)

1. In no event shall the ARCHITECT's compensation for Basic Services exceed [TBD] percent (____%) of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

ARCHITECT FEE FOR BASIC SERVICES
(for Reconstruction/Modernization)

1. In no event shall the ARCHITECT's compensation for Basic Services exceed [TBD] percent (____%) of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gift

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

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

REPORT SUMMARY
The following items were received on April 15, 2019.

For Use in the Automotive Mechanical Repair Program

- 2017 Nissan Sentra (VIN: 3N1CB7AP8HY001641)

  Donated by: Nissan North America, Inc.
  ATTN: Ms. Michelle Johnson
  One Nissan Way
  Franklin, TN 37067

The estimated value of the above item is $15,000.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of April 2019

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of April 2019.

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

REPORT SUMMARY
This report of purchase orders processed during the month of April 2019 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
April 2019 – Purchase Order Report

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/01/19	0000071099	A		04/03/2019	CDW-GOVERNMENT INC	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	330.70	
								01.3	00000.0	00000	70200	6460	6190000	18-19	3,541.49	
						04/01/2019	**0000071099**	**CDW-GOVERNMENT INC**								**3,872.19**
04/01/19	0000071100	A		04/01/2019	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	26,531.50	
						MISCELLANEOUS		01.3	00000.0	00000	70360	6450	0900000	18-19	150.00	
						04/01/2019	**0000071100**	**APPLE INC**								**26,681.50**
04/01/19	0000071101	C		04/01/2019	ISAS, JAQUELINE	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	18-19	50.36	
						04/01/2019	**0000071101**	**ISAS, JAQUELINE**								**50.36**
04/02/19	0000071102	A		04/03/2019	MAN OF STEEL PRODUCTIONS, LLC	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	335.65	
						04/02/2019	**0000071102**	**MAN OF STEEL PRODUCTIONS, LLC**								**335.65**
04/02/19	0000071103	A		04/03/2019	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	18-19	66.42	
							Medical Assisting	01.1	00000.0	00100	02530	4325	1208000	18-19	18.65	
							Pharmacy Technician	01.1	00000.0	00100	02530	4325	1221000	18-19	138.78	
						04/02/2019	**0000071103**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**223.85**
04/02/19	0000071104	A		04/03/2019	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	70771	70770	4320	6920000	18-19	444.82	
						04/02/2019	**0000071104**	**DISCOUNT SCHOOL SUPPLY**								**444.82**
04/02/19	0000071105	A		04/03/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	18-19	976.41	
						04/02/2019	**0000071105**	**HENRY SCHEIN INC**								**976.41**
04/02/19	0000071106	A		04/03/2019	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.1	00000.0	00100	02530	4325	1230000	18-19	5,797.71	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/02/2019	**0000071106**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**5,797.71**
04/02/19	0000071107	A		04/03/2019	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	1,367.11	
						04/02/2019	**0000071107**	**POCKET NURSE**								**1,367.11**
04/02/19	0000071108	C		04/03/2019	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	84.97	
						04/02/2019	**0000071108**	**OFFICE SOLUTIONS**								**84.97**
04/02/19	0000071109	C		04/03/2019	SCANTRON CORPORATION	FORMS	Nursing	01.0	00000.0	00000	02530	4320	1230000	18-19	686.86	
						04/02/2019	**0000071109**	**SCANTRON CORPORATION**								**686.86**
04/02/19	0000071110	C		04/03/2019	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	18-19	185.14	
						04/02/2019	**0000071110**	**OFFICE SOLUTIONS**								**185.14**
04/02/19	0000071111	C		04/03/2019	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	18-19	13.28	
						04/02/2019	**0000071111**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**13.28**
04/02/19	0000071112	A		04/03/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	18-19	83.82	
						04/02/2019	**0000071112**	**HENRY SCHEIN INC**								**83.82**
04/02/19	0000071113	C		04/03/2019	KAPLAN	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	5,800.00	
						04/02/2019	**0000071113**	**KAPLAN**								**5,800.00**
04/02/19	0000071114	A		04/03/2019	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	847.55	
						04/02/2019	**0000071114**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**847.55**
04/02/19	0000071115	C		04/02/2019	LA MIRADA MAYOR'S PRAYER BREAKFAST	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	120.00	

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/02/2019	**0000071115**	**LA MIRADA MAYOR'S PRAYER BREAKFAST**								**120.00**
04/02/19	0000071116	C		04/02/2019	ELUMEN COLLABORATIVE	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	240.00	
						04/02/2019	**0000071116**	**ELUMEN COLLABORATIVE LLC**								**240.00**
04/03/19	0000071117	A		04/03/2019	EAGLE TOOLS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	6410	0951000	18-19	6,148.43	
						04/03/2019	**0000071117**	**EAGLE TOOLS**								**6,148.43**
04/03/19	0000071118	C		04/03/2019	TCB PRINTING	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	18-19	21.90	
						04/03/2019	**0000071118**	**TCB PRINTING**								**21.90**
04/03/19	0000071119	C		04/03/2019	WOODCRAFT #553	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	6450	0951000	18-19	1,478.24	
						04/03/2019	**0000071119**	**WOODCRAFT #553**								**1,478.24**
04/03/19	0000071120	C		04/03/2019	SCANTRON CORPORATION	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	318.65	
						04/03/2019	**0000071120**	**SCANTRON CORPORATION**								**318.65**
04/03/19	0000071121	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	818.82	
						04/03/2019	**0000071121**	**BANK OF AMERICA**								**818.82**
04/03/19	0000071122	C		04/18/2019	AMAZON	BOOKS	Oth Instr Sup Services	01.3	00000.0	02323	72000	4100	6190000	18-19	1,136.28	
						04/03/2019	**0000071122**	**AMAZON**								**1,136.28**
04/03/19	0000071123	C		04/03/2019	MacDEVITT, JAMES	ADVERTISING	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	116.42	
						04/03/2019	**0000071123**	**MacDEVITT, JAMES**								**116.42**
04/03/19	0000071124	C		04/03/2019	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	50.94	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/03/2019	**0000071124**	**HOGUE, KATHY**								**50.94**
04/03/19	0000071125	X	1	04/05/2019	LUNA GRILL	NON-INSTRUCTIONAL SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	549.34	
						04/03/2019	**0000071125**	**LUNA GRILL**								**549.34**
04/03/19	0000071126	C		04/03/2019	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	3,037.50	
						04/03/2019	**0000071126**	**ERICKSON LAW FIRM**								**3,037.50**
04/03/19	0000071127	A		04/03/2019	TCB PRINTING	PRINTING SERVICES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	18-19	63.52	
						04/03/2019	**0000071127**	**TCB PRINTING**								**63.52**
04/03/19	0000071128	P		04/03/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	50.00	
						04/03/2019	**0000071128**	**BANK OF AMERICA**								**50.00**
04/03/19	0000071129	C		04/03/2019	ACUNA, MONICA	NON-INSTRUCTIONAL SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	79.31	
						04/03/2019	**0000071129**	**ACUNA, MONICA**								**79.31**
04/03/19	0000071130	C		04/03/2019	MacDEVITT, JAMES	NON-INSTRUCTIONAL SUPPLIES	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	37.73	
						04/03/2019	**0000071130**	**MacDEVITT, JAMES**								**37.73**
04/03/19	0000071131	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	223.30	
						04/03/2019	**0000071131**	**BANK OF AMERICA**								**223.30**
04/03/19	0000071132	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	352.00	
						04/03/2019	**0000071132**	**BANK OF AMERICA**								**352.00**
04/03/19	0000071133	A		04/03/2019	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.1	00000.0	00100	02530	4325	1222000	18-19	166.75	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/03/2019	**0000071133**	**DYNATRONICS CORP**								**166.75**
04/03/19	0000071134	C		04/03/2019	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	18-19	6.10	
						04/03/2019	**0000071134**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**6.10**
04/03/19	0000071135	A	1	04/05/2019	SIGNGROUP KARMAN	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	2,918.97	
						04/03/2019	**0000071135**	**SIGNGROUP KARMAN**								**2,918.97**
04/03/19	0000071136	A		04/03/2019	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	18-19	215.28	
						04/03/2019	**0000071136**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**215.28**
04/03/19	0000071137	A		04/03/2019	CALIFORNIA QUALITY PLASTICS	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	551.18	
						04/03/2019	**0000071137**	**CALIFORNIA QUALITY PLASTICS**								**551.18**
04/03/19	0000071138	C		04/03/2019	WHITTIER FERTILIZER	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	571.80	
						04/03/2019	**0000071138**	**WHITTIER FERTILIZER COMPANY**								**571.80**
04/03/19	0000071139	A		04/03/2019	COMMERCIAL DOOR OF LOS ANGELES	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	958.00	
						04/03/2019	**0000071139**	**COMMERCIAL DOOR OF LOS ANGELES COUNTY, I**								**958.00**
04/03/19	0000071140	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	310.00	
						04/03/2019	**0000071140**	**BANK OF AMERICA**								**310.00**
04/03/19	0000071141	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	227.98	
						04/03/2019	**0000071141**	**BANK OF AMERICA**								**227.98**
04/03/19	0000071142	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	104.30	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/03/2019	**0000071142**	**BANK OF AMERICA**								**104.30**
04/03/19	0000071143	C		04/03/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	677.83	
						04/03/2019	**0000071143**	**BANK OF AMERICA**								**677.83**
04/03/19	0000071144	X	1	04/04/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	18-19	384.80	
						04/03/2019	**0000071144**	**BANK OF AMERICA**								**384.80**
04/03/19	0000071145	C		04/03/2019	ULINE	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	200.53	
						04/03/2019	**0000071145**	**ULINE**								**200.53**
04/03/19	0000071146	A		04/03/2019	TCB PRINTING	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	26.28	
						04/03/2019	**0000071146**	**TCB PRINTING**								**26.28**
04/04/19	0000071147	C		04/04/2019	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	52.00	
						04/04/2019	**0000071147**	**JUNTILLA, TIMOTHY**								**52.00**
04/04/19	0000071148	A		04/04/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	584.73	
						04/04/2019	**0000071148**	**GOLDEN STAR TECHNOLOGY INC.**								**584.73**
04/04/19	0000071149	A		04/26/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	18-19	298.65	
						04/04/2019	**0000071149**	**BANK OF AMERICA**								**298.65**
04/04/19	0000071150	C		04/04/2019	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	246.92	
						04/04/2019	**0000071150**	**MCKINLEY, COLLEEN**								**246.92**
04/04/19	0000071151	C		04/04/2019	RAN GRAPHICS	PRINTING SERVICES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	18-19	64.28	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/04/2019	**0000071151**	**RAN GRAPHICS**								**64.28**
04/04/19	0000071152	A		04/04/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	18-19	51,825.50	
						04/04/2019	**0000071152**	**GOLDEN STAR TECHNOLOGY INC.**								**51,825.50**
04/04/19	0000071153	C		04/05/2019	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	18-19	2,465.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	1,132.50	
						04/04/2019	**0000071153**	**ATKINSON, ANDELSON, LOYA, RUUD**								**3,597.50**
04/04/19	0000071154	C		04/10/2019	CHARGEPOINT, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	2,834.00	
						04/04/2019	**0000071154**	**CHARGEPOINT, INC.**								**2,834.00**
04/04/19	0000071155	C		04/05/2019	ENVISE	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65060	6120	7100000	18-19	7,941.89	
						04/04/2019	**0000071155**	**ENVISE**								**7,941.89**
04/04/19	0000071156	C		04/05/2019	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	850.00	
						04/04/2019	**0000071156**	**D&S WINDOW COVERING**								**850.00**
04/04/19	0000071157	A		04/05/2019	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	901.00	
						04/04/2019	**0000071157**	**ENVISE**								**901.00**
04/04/19	0000071158	A		04/05/2019	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	186.15	
						04/04/2019	**0000071158**	**GOLDEN STAR TECHNOLOGY INC.**								**186.15**
04/04/19	0000071159	C		04/18/2019	AMAZON	COMPUTER SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	318.27	
						04/04/2019	**0000071159**	**AMAZON**								**318.27**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/04/19	0000071160	X	1	04/23/2019	AAA ELECTRIC MOTOR	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,434.45	
						04/04/2019	**0000071160**	**AAA ELECTRIC MOTOR**								**1,434.45**
04/05/19	0000071161	A		04/05/2019	YALE CHASE MATERIALS	CARTS, ELECTRIC/GAS	Cafeteria	39.4	00000.0	00000	02710	6420	6941000	18-19	21,100.56	
						04/05/2019	**0000071161**	**YALE CHASE MATERIALS**								**21,100.56**
04/05/19	0000071162	C		04/05/2019	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Student Personnel	01.0	00000.0	00000	03100	5730	6450000	18-19	663.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	1,581.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	9,371.00	
						04/05/2019	**0000071162**	**PARKER & COVERT, L.L.P.**								**11,615.00**
04/05/19	0000071163	A		04/26/2019	BANK OF AMERICA	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	18-19	51.98	
						04/05/2019	**0000071163**	**BANK OF AMERICA**								**51.98**
04/05/19	0000071164	A		04/05/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	18-19	181.15	
						04/05/2019	**0000071164**	**HENRY SCHEIN INC**								**181.15**
04/05/19	0000071165	C		04/05/2019	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	18-19	269.95	
						04/05/2019	**0000071165**	**OFFICE SOLUTIONS**								**269.95**
04/08/19	0000071166	C		04/08/2019	ACUNA, MONICA	NON-INSTRUCTIONAL SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	549.34	
						04/08/2019	**0000071166**	**ACUNA, MONICA**								**549.34**
04/08/19	0000071167	A		04/08/2019	CAPED	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	7610	6190000	18-19	60.00	
						04/08/2019	**0000071167**	**CAPED**								**60.00**
04/08/19	0000071168	C		04/08/2019	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70460	5210	0900000	18-19	625.50	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/08/2019	**0000071168**	**ON COURSE**								**625.50**
04/08/19	0000071169	C		04/08/2019	CAPED	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	120.00	
						04/08/2019	**0000071169**	**CAPED**								**120.00**
04/09/19	0000071170	A		04/09/2019	HEALTH CARE LOGISTICS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	18-19	35.70	
						04/09/2019	**0000071170**	**HEALTH CARE LOGISTICS**								**35.70**
04/09/19	0000071171	C		04/09/2019	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	18-19	21.67	
						TONER CARTRIDGES		01.0	00000.0	00000	02530	4320	1201000	18-19	42.04	
						04/09/2019	**0000071171**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**63.71**
04/09/19	0000071172	C		04/09/2019	KEENAN & ASSOCIATES	INSURANCE	Fiscal Operations	01.0	00000.0	00000	04100	3910	6720000	18-19	22,576.06	
								01.0	00000.0	00000	04100	3920	6720000	18-19	13,525.94	
						04/09/2019	**0000071172**	**KEENAN & ASSOCIATES**								**36,102.00**
04/09/19	0000071173	A		04/26/2019	BANK OF AMERICA	BOOKS	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	868.88	
						04/09/2019	**0000071173**	**BANK OF AMERICA**								**868.88**
04/09/19	0000071174	A		04/09/2019	VOCATIONAL BIOGRAPHIES INC.	MISCELLANEOUS	Matriculation-Stdnt Assessment	01.1	00000.0	00100	03410	4325	6320000	18-19	325.00	
						04/09/2019	**0000071174**	**VOCATIONAL BIOGRAPHIES INC.**								**325.00**
04/09/19	0000071175	A		04/11/2019	CROWN PROMOTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	18-19	8,262.50	
						04/09/2019	**0000071175**	**CROWN PROMOTIONS GROUP**								**8,262.50**
04/09/19	0000071176	P		04/10/2019	AMAZON	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	04300	70200	6450	1000000	18-19	642.39	
						04/09/2019	**0000071176**	**AMAZON**								**642.39**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/09/19	0000071177	A		04/11/2019	CAREERAMERICA LLC	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	18-19	5,580.00	
						04/09/2019	**0000071177**	**CAREERAMERICA LLC**								**5,580.00**
04/09/19	0000071178	A		04/09/2019	CAFE N STUFF	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	18-19	210.72	
						04/09/2019	**0000071178**	**CAFE N STUFF**								**210.72**
04/09/19	0000071179	P		04/10/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	18.99	
						NON-INSTRUCTIONAL SUPPLIES		01.0	00000.0	00000	02570	4320	1951000	18-19	139.99	
						04/09/2019	**0000071179**	**AMAZON**								**158.98**
04/09/19	0000071180	A	1	04/30/2019	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	1,729.24	
						04/09/2019	**0000071180**	**LAKESHORE LEARNING MATERIALS**								**1,729.24**
04/09/19	0000071181	P		04/10/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	6450	1200000	18-19	500.00	
						04/09/2019	**0000071181**	**BANK OF AMERICA**								**500.00**
04/09/19	0000071182	A		04/26/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	142.29	
						04/09/2019	**0000071182**	**BANK OF AMERICA**								**142.29**
04/09/19	0000071183	A		04/11/2019	CROWN PROMOTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	18-19	6,927.87	
						04/09/2019	**0000071183**	**CROWN PROMOTIONS GROUP**								**6,927.87**
04/09/19	0000071184	A		04/11/2019	BAKER COMPANY, THE	MEDICAL & LAB SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	18-19	5,227.97	
						04/09/2019	**0000071184**	**BAKER COMPANY, THE**								**5,227.97**
04/09/19	0000071185	C		04/11/2019	RAVE MOBILE SAFETY	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	00000	04100	5810	6720000	18-19	20,800.00	
						04/09/2019	**0000071185**	**RAVE MOBILE SAFETY**								**20,800.00**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/09/19	0000071186	A		04/11/2019	CDW-GOVERNMENT INC	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	6420	6016000	18-19	9,201.01	
						04/09/2019	**0000071186**	**CDW-GOVERNMENT INC**								**9,201.01**
04/09/19	0000071187	C		04/09/2019	BERSAGLIERI, ANDREA	REIMBURSEMENT	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	102.14	
						04/09/2019	**0000071187**	**BERSAGLIERI, ANDREA**								**102.14**
04/09/19	0000071188	A		04/11/2019	CAREERAMERICA LLC	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	18-19	16,500.00	
						04/09/2019	**0000071188**	**CAREERAMERICA LLC**								**16,500.00**
04/09/19	0000071189	A		04/26/2019	BANK OF AMERICA	MISCELLANEOUS	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	333.32	
						04/09/2019	**0000071189**	**BANK OF AMERICA**								**333.32**
04/09/19	0000071190	P		04/10/2019	AMAZON	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	457.20	
						04/09/2019	**0000071190**	**AMAZON**								**457.20**
04/09/19	0000071191	A		04/11/2019	LIBERTY PAPER	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	13,383.64	
						04/09/2019	**0000071191**	**LIBERTY PAPER**								**13,383.64**
04/09/19	0000071192	A		04/11/2019	GHA TECHNOLOGIES INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6460	6780000	18-19	3,031.18	
						04/09/2019	**0000071192**	**GHA TECHNOLOGIES INC.**								**3,031.18**
04/09/19	0000071193	A		04/11/2019	ARROW WIRE & CABLE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	1,529.49	
						04/09/2019	**0000071193**	**ARROW WIRE & CABLE**								**1,529.49**
04/09/19	0000071194	P		04/10/2019	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	31.28	
						04/09/2019	**0000071194**	**AMAZON**								**31.28**
04/09/19	0000071195	A		04/11/2019	GOLDEN STAR TECHNOLOGY INC.	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	371.16	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/09/2019	**0000071195**	**GOLDEN STAR TECHNOLOGY INC.**								**371.16**
04/09/19	0000071196	C		04/09/2019	VINES, ANDREW	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	267.56	
						04/09/2019	**0000071196**	**VINES, ANDREW**								**267.56**
04/09/19	0000071197	A		04/11/2019	VERNIER SOFTWARE	INSTRUCTIONAL SUPPLIES	Instructional Office	01.3	00000.0	00000	71000	6450	6016000	18-19	7,807.60	
						04/09/2019	**0000071197**	**VERNIER SOFTWARE**								**7,807.60**
04/09/19	0000071198	C		04/09/2019	IDENTIFIX	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	1,308.00	
						04/09/2019	**0000071198**	**IDENTIFIX**								**1,308.00**
04/09/19	0000071199	A		04/09/2019	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	18-19	819.21	
						04/09/2019	**0000071199**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**819.21**
04/10/19	0000071200	A		04/11/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	3,979.52	
						04/10/2019	**0000071200**	**GOLDEN STAR TECHNOLOGY INC.**								**3,979.52**
04/10/19	0000071201	A		04/10/2019	INTERNATIONAL BUSINESS	CONTRACTED SERVICES	Management Information	01.0	00000.0	00000	02260	5810	6780000	18-19	2,292.03	
								01.0	00000.0	00000	02260	6310	6780000	18-19	2,321.16	
						04/10/2019	**0000071201**	**INTERNATIONAL BUSINESS MACHINES CORPORAT**								**4,613.19**
04/11/19	0000071202	A		04/11/2019	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	18-19	62.40	
						04/11/2019	**0000071202**	**OFFICE SOLUTIONS**								**62.40**
04/11/19	0000071203	A		04/11/2019	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Media	01.0	00000.0	00000	02220	6460	6130000	18-19	1,334.06	
						04/11/2019	**0000071203**	**GOLDEN STAR TECHNOLOGY INC.**								**1,334.06**
04/11/19	0000071204	A		04/11/2019	PERFORMANCE ENVELOPE INC	ENVELOPES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	18-19	648.13	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/11/2019	**0000071204**	**PERFORMANCE ENVELOPE INC**								**648.13**
04/12/19	0000071205	P		04/12/2019	BANK OF AMERICA	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	997.77	
						04/12/2019	**0000071205**	**BANK OF AMERICA**								**997.77**
04/12/19	0000071206	A		04/17/2019	VARI SALES CORPORATION	NON-INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	4550	0909000	18-19	1,500.16	
						04/12/2019	**0000071206**	**VARI SALES CORPORATION**								**1,500.16**
04/12/19	0000071207	A		04/15/2019	SWITCH VEHICLES, INC.	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03500	70200	6410	0900000	18-19	56,641.00	
						04/12/2019	**0000071207**	**SWITCH VEHICLES, INC.**								**56,641.00**
04/12/19	0000071208	A		04/15/2019	APPLE INC	MISCELLANEOUS	Physical Property-Related	39.1	00000.0	00008	79850	6450	7100000	18-19	16,678.55	
						04/12/2019	**0000071208**	**APPLE INC**								**16,678.55**
04/12/19	0000071209	A		04/15/2019	FLUXLIGHT	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	18-19	2,452.80	
						04/12/2019	**0000071209**	**FLUXLIGHT**								**2,452.80**
04/12/19	0000071210	A		04/15/2019	B & H PHOTO VIDEO	PHOTOGRAPHIC SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	925.01	
						04/12/2019	**0000071210**	**B & H PHOTO VIDEO**								**925.01**
04/12/19	0000071211	A		04/17/2019	APPLE INC	PHOTOGRAPHIC SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	496.83	
						04/12/2019	**0000071211**	**APPLE INC**								**496.83**
04/12/19	0000071212	P		04/13/2019	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	77.52	
						04/12/2019	**0000071212**	**AMAZON**								**77.52**
04/12/19	0000071213	A		04/15/2019	PARAGON MICRO	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	2,537.61	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/12/2019	**0000071213**	**PARAGON MICRO**								**2,537.61**
04/12/19	0000071214	A		04/15/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	1,562.24	
						04/12/2019	**0000071214**	**GOLDEN STAR TECHNOLOGY INC.**								**1,562.24**
04/12/19	0000071215	A		04/15/2019	HACH COMPANY	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	2,910.18	
						04/12/2019	**0000071215**	**HACH COMPANY**								**2,910.18**
04/12/19	0000071216	C		04/13/2019	RODGER'S CATERING	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	18-19	317.55	
						04/12/2019	**0000071216**	**RODGER'S CATERING**								**317.55**
04/12/19	0000071217	A		04/15/2019	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	18-19	2,160.29	
						04/12/2019	**0000071217**	**APPLE INC**								**2,160.29**
04/12/19	0000071218	A		04/15/2019	WARD'S NATURAL SCIENCE ESTAB-	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	321.33	
						04/12/2019	**0000071218**	**WARD'S NATURAL SCIENCE ESTAB-**								**321.33**
04/12/19	0000071219	A		04/15/2019	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	4,343.10	
						04/12/2019	**0000071219**	**FLINN SCIENTIFIC INC**								**4,343.10**
04/12/19	0000071220	C		04/13/2019	ALBANO, RANDY	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	114.23	
						04/12/2019	**0000071220**	**ALBANO, RANDY**								**114.23**
04/12/19	0000071221	A		04/23/2019	WOODLAND HILLS CAMERA AND	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	10,956.01	
						04/12/2019	**0000071221**	**WOODLAND HILLS CAMERA AND TELESCOPE**								**10,956.01**
04/12/19	0000071222	A		04/15/2019	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	4,673.46	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/12/2019	**0000071222**	**FLINN SCIENTIFIC INC**								**4,673.46**
04/12/19	0000071223	A		04/15/2019	APPLE INC	MISCELLANEOUS	Physical Property-Related	39.1	00000.0	00008	79850	6450	7100000	18-19	47,649.72	
						04/12/2019	**0000071223**	**APPLE INC**								**47,649.72**
04/12/19	0000071224	P		04/13/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	1,239.04	
						04/12/2019	**0000071224**	**AMAZON**								**1,239.04**
04/12/19	0000071225	A		04/15/2019	AMERICAN 3B SCIENTIFIC, L.P.	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	1,096.20	
						04/12/2019	**0000071225**	**AMERICAN 3B SCIENTIFIC, L.P.**								**1,096.20**
04/12/19	0000071226	A		04/15/2019	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	18-19	2,723.48	
						04/12/2019	**0000071226**	**FLINN SCIENTIFIC INC**								**2,723.48**
04/12/19	0000071227	A		04/12/2019	ALL AMERICAN TROPHY	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	41.61	
						04/12/2019	**0000071227**	**ALL AMERICAN TROPHY**								**41.61**
04/13/19	0000071228	A		04/15/2019	DISPLAYS2GO	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	718.31	
						04/13/2019	**0000071228**	**DISPLAYS2GO**								**718.31**
04/13/19	0000071229	C		04/15/2019	GREY HOUSE PUBLISHING	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	542.04	
						04/13/2019	**0000071229**	**GREY HOUSE PUBLISHING**								**542.04**
04/13/19	0000071230	C		04/15/2019	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	30.57	
						04/13/2019	**0000071230**	**PERFECT FORM**								**30.57**
04/13/19	0000071231	C		04/15/2019	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	2,080.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/13/2019	**0000071231**	**SAL'S PLUMBING INC**								**2,080.00**
04/13/19	0000071232	A		04/15/2019	DRAWING BOARD, THE	PRINTING SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	18-19	1,278.13	
						MISCELLANEOUS		01.0	00000.0	00000	04200	4550	6725000	18-19	114.58	
						04/13/2019	**0000071232**	**DRAWING BOARD, THE**								**1,392.71**
04/13/19	0000071233	A		04/15/2019	ALL-WAYS STEAM CLEANING	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	2,075.00	
						04/13/2019	**0000071233**	**ALL-WAYS STEAM CLEANING**								**2,075.00**
04/13/19	0000071234	C		04/13/2019	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	115.00	
						04/13/2019	**0000071234**	**FOUNDATION FOR CALIFORNIA COMMUNITY COLL**								**115.00**
04/13/19	0000071235	C		04/13/2019	CAPED	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	18-19	120.00	
						04/13/2019	**0000071235**	**CAPED**								**120.00**
04/13/19	0000071236	C		04/13/2019	ORANGE COUNTY ASSOC FOR THE	CONFERENCE AND TRAVEL	Child Development	01.3	00000.0	70771	70770	5210	6920000	18-19	270.00	
						04/13/2019	**0000071236**	**ORANGE COUNTY ASSOC FOR THE EDU OF YOUNG**								**270.00**
04/13/19	0000071237	C		04/13/2019	ACCREDITATION COMMISSION FOR	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5210	0900000	18-19	449.00	
						04/13/2019	**0000071237**	**ACCREDITATION COMMISSION FOR EDUCATION**								**449.00**
04/13/19	0000071238	C		04/15/2019	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	58.04	
						04/13/2019	**0000071238**	**TCB PRINTING**								**58.04**
04/13/19	0000071239	A	1	04/16/2019	K-LOG	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	6450	1551000	18-19	2,940.94	
						04/13/2019	**0000071239**	**K-LOG**								**2,940.94**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/13/19	0000071240	A		04/15/2019	GOLDEN STAR TECHNOLOGY INC.	INSTR MEDIA MATERIALS/SUPP	Letters	01.0	00000.0	00000	02550	6450	1551000	18-19	690.24	
						04/13/2019	**0000071240**	**GOLDEN STAR TECHNOLOGY INC.**								**690.24**
04/13/19	0000071241	A		04/15/2019	1-WORLD GLOBES & MAPS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	323.03	
						04/13/2019	**0000071241**	**1-WORLD GLOBES & MAPS**								**323.03**
04/13/19	0000071242	P		04/13/2019	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	265.59	
						04/13/2019	**0000071242**	**BANK OF AMERICA**								**265.59**
04/13/19	0000071243	P		04/13/2019	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	18-19	243.96	
						04/13/2019	**0000071243**	**BANK OF AMERICA**								**243.96**
04/13/19	0000071244	C		04/13/2019	EMBASSY SUITES BY HILTON	MISCELLANEOUS	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	481.60	
						04/13/2019	**0000071244**	**EMBASSY SUITES BY HILTON**								**481.60**
04/13/19	0000071245	P		04/13/2019	BANK OF AMERICA	MISCELLANEOUS	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	136.96	
						04/13/2019	**0000071245**	**BANK OF AMERICA**								**136.96**
04/15/19	0000071246	A		04/15/2019	PCC NETWORK SOLUTIONS	CONTRACTED SERVICES	Library	01.0	00000.0	00000	02220	5810	6120000	18-19	1,451.10	
						04/15/2019	**0000071246**	**PCC NETWORK SOLUTIONS**								**1,451.10**
04/15/19	0000071247	C		04/15/2019	GRAINGER	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	6460	6510000	18-19	1,472.60	
						04/15/2019	**0000071247**	**GRAINGER**								**1,472.60**
04/16/19	0000071248	A	1	04/20/2019	OUTFRONT MEDIA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	4,500.00	
						04/16/2019	**0000071248**	**OUTFRONT MEDIA**								**4,500.00**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/16/19	0000071249	A		04/17/2019	GRIJALVA, TONI	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	57.91	
						04/16/2019	**0000071249**	**GRIJALVA, TONI**								**57.91**
04/16/19	0000071250	C		04/17/2019	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	74.10	
						04/16/2019	**0000071250**	**MacDEVITT, JAMES**								**74.10**
04/16/19	0000071251	P		04/17/2019	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	365.00	
						04/16/2019	**0000071251**	**BANK OF AMERICA**								**365.00**
04/16/19	0000071252	P		04/17/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	464.49	
						04/16/2019	**0000071252**	**AMAZON**								**464.49**
04/16/19	0000071253	A		04/17/2019	AIRWOLF 3D	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	172.16	
						04/16/2019	**0000071253**	**AIRWOLF 3D**								**172.16**
04/16/19	0000071254	P		04/16/2019	NEED TO ADD VENDOR	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	62.00	
						04/16/2019	**0000071254**	**NEED TO ADD VENDOR**								**62.00**
04/16/19	0000071255	A		04/17/2019	LAKESHORE LEARNING	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	131.38	
						04/16/2019	**0000071255**	**LAKESHORE LEARNING MATERIALS**								**131.38**
04/16/19	0000071256	A		04/17/2019	AMAZON	LABORATORY SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	252.04	
							Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	22.78	
						04/16/2019	**0000071256**	**AMAZON**								**274.82**
04/16/19	0000071257	A		04/17/2019	B & H PHOTO VIDEO	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	431.65	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/16/2019	**0000071257**	**B & H PHOTO VIDEO**								**431.65**
04/16/19	0000071258	A		04/25/2019	WENGER CORPORATION	MISCELLANEOUS	Interdisciplinary Studies	01.3	00000.0	00000	71130	6410	4900000	18-19	31,661.04	
						04/16/2019	**0000071258**	**WENGER CORPORATION**								**31,661.04**
04/16/19	0000071259	A		04/17/2019	REALITYWORKS	SOFTWARE	Health	01.3	00000.0	04500	70200	6450	1200000	18-19	594.26	
						MISCELLANEOUS		01.3	00000.0	04500	70200	6450	1200000	18-19	5,034.58	
						04/16/2019	**0000071259**	**REALITYWORKS**								**5,628.84**
04/16/19	0000071260	A		04/17/2019	B & H PHOTO VIDEO	PHOTOGRAPHIC SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	583.06	
						04/16/2019	**0000071260**	**B & H PHOTO VIDEO**								**583.06**
04/16/19	0000071261	P		04/17/2019	AMAZON	AUDIOVISUAL SUPP/EQUIP	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	34.90	
						04/16/2019	**0000071261**	**AMAZON**								**34.90**
04/16/19	0000071262	A		04/17/2019	STAPLES ADVANTAGE	OFFICE SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	18-19	58.81	
						04/16/2019	**0000071262**	**STAPLES ADVANTAGE**								**58.81**
04/16/19	0000071263	A		04/17/2019	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	18-19	153.30	
						MISCELLANEOUS		01.0	00000.0	00000	02520	5830	6190000	18-19	16.00	
						04/16/2019	**0000071263**	**RAN GRAPHICS**								**169.30**
04/16/19	0000071264	C		04/17/2019	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	7530	6480000	18-19	530.88	
						04/16/2019	**0000071264**	**FOLLETT BOOKSTORE #603**								**530.88**
04/16/19	0000071265	A		04/17/2019	WARD'S NATURAL SCIENCE ESTAB-	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	4,215.02	
								01.3	00000.0	00000	71130	6450	4900000	18-19	9,379.60	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/16/19	0000071265	A		04/17/2019	WARD'S NATURAL SCIENCE ESTAB-	NON-INSTRUCTIONAL SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	18-19	2,054.29	
								01.0	00000.0	00000	01220	6460	6491000	18-19	1,372.54	
						04/16/2019	**0000071265**	**WARD'S NATURAL SCIENCE ESTAB-**								**17,021.45**
04/16/19	0000071266	A		04/17/2019	AMERICAN 3B SCIENTIFIC, L.P.	NON-INSTRUCTIONAL SUPPLIES	Tutoring	01.0	00000.0	00000	01220	6460	6491000	18-19	4,436.95	
						04/16/2019	**0000071266**	**AMERICAN 3B SCIENTIFIC, L.P.**								**4,436.95**
04/16/19	0000071267	A		04/17/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6460	6780000	18-19	1,343.09	
						04/16/2019	**0000071267**	**GOLDEN STAR TECHNOLOGY INC.**								**1,343.09**
04/16/19	0000071268	A		04/17/2019	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	391.67	
						04/16/2019	**0000071268**	**CAROLINA BIOLOGICAL SUPPLY**								**391.67**
04/16/19	0000071269	A		04/17/2019	TRIARCH, INC.	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	1,104.59	
						04/16/2019	**0000071269**	**TRIARCH, INC.**								**1,104.59**
04/16/19	0000071270	A		04/17/2019	WARD'S NATURAL SCIENCE ESTAB-	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	649.82	
						04/16/2019	**0000071270**	**WARD'S NATURAL SCIENCE ESTAB-**								**649.82**
04/16/19	0000071271	A		04/17/2019	VIA PROMOTIONALS INC.	ADVERTISING	Physical Sciences	01.0	00000.0	00000	02570	5830	1951000	18-19	3,933.82	
						04/16/2019	**0000071271**	**VIA PROMOTIONALS INC.**								**3,933.82**
04/16/19	0000071272	P		04/17/2019	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	187.57	
						04/16/2019	**0000071272**	**AMAZON**								**187.57**
04/17/19	0000071273	C		04/17/2019	EVENTS BY NOONAN	NON-INSTRUCTIONAL SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	3,145.38	
						04/17/2019	**0000071273**	**EVENTS BY NOONAN**								**3,145.38**

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

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/17/19	0000071274	P		04/17/2019	AMAZON	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	18-19	157.96	
						04/17/2019	**0000071274**	**AMAZON**								**157.96**
04/17/19	0000071275	P		04/17/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	140.50	
						04/17/2019	**0000071275**	**BANK OF AMERICA**								**140.50**
04/17/19	0000071276	A		04/17/2019	APPLE INC	MISCELLANEOUS	Physical Property-Related	39.1	00000.0	00008	79850	6450	7100000	18-19	1,985.41	
						04/17/2019	**0000071276**	**APPLE INC**								**1,985.41**
04/17/19	0000071277	C		04/17/2019	AT&T	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	18-19	772.02	
						04/17/2019	**0000071277**	**AT&T**								**772.02**
04/17/19	0000071278	P		04/17/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	299.00	
						04/17/2019	**0000071278**	**AMAZON**								**299.00**
04/17/19	0000071279	C		04/17/2019	SOUTH COAST A.Q.M.D.	FEES, LICENSE	AQMD	01.0	00000.0	00000	03700	5190	6594000	18-19	1,120.69	
						04/17/2019	**0000071279**	**SOUTH COAST A.Q.M.D.**								**1,120.69**
04/18/19	0000071280	P		04/25/2019	AMAZON	MUSICAL INSTRUMENTS/SUPP	Music	01.0	00000.0	00000	02520	5630	1054000	18-19	384.66	
						04/18/2019	**0000071280**	**AMAZON**								**384.66**
04/18/19	0000071281	A		04/18/2019	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	18-19	371.16	
						04/18/2019	**0000071281**	**GOLDEN STAR TECHNOLOGY INC.**								**371.16**
04/18/19	0000071282	A		04/18/2019	VINTAGE KING AUDIO	THEATER SUPP/EQUIP	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	18-19	656.29	
								01.3	00000.0	04300	70200	6450	1000000	18-19	3,381.32	
						04/18/2019	**0000071282**	**VINTAGE KING AUDIO**								**4,037.61**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/18/19	0000071283	A		04/18/2019	SWEETWATER SOUND	THEATER SUPP/EQUIP	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	18-19	500.15	
						04/18/2019	**0000071283**	**SWEETWATER SOUND**								**500.15**
04/18/19	0000071284	A		04/18/2019	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	18-19	896.32	
								01.3	00000.0	04300	70200	6450	1000000	18-19	5,163.80	
						MISCELLANEOUS		01.3	00000.0	04300	70200	6450	1000000	18-19	85.22	
						04/18/2019	**0000071284**	**VINTAGE KING AUDIO**								**6,145.34**
04/18/19	0000071285	A		04/18/2019	SWEETWATER SOUND	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	18-19	918.69	
						04/18/2019	**0000071285**	**SWEETWATER SOUND**								**918.69**
04/18/19	0000071286	A		04/23/2019	IMPERIAL BAND INSTRUMENTS	MUSICAL INSTRUMENTS/SUPP	Music	01.0	00000.0	00000	02520	4320	1054000	18-19	922.00	
						04/18/2019	**0000071286**	**IMPERIAL BAND INSTRUMENTS**								**922.00**
04/18/19	0000071287	C		04/18/2019	BUFFINGTON, DEBORAH	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	18-19	88.97	
						04/18/2019	**0000071287**	**BUFFINGTON, DEBORAH**								**88.97**
04/18/19	0000071288	A		04/18/2019	EMEDCO INC.	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	82.52	
						04/18/2019	**0000071288**	**EMEDCO INC.**								**82.52**
04/18/19	0000071289	A		04/18/2019	ULINE	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	110.16	
						04/18/2019	**0000071289**	**ULINE**								**110.16**
04/18/19	0000071290	A		04/18/2019	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	229.53	
						04/18/2019	**0000071290**	**DICK BLICK COMPANY**								**229.53**
04/18/19	0000071291	A		04/18/2019	AK-MODELS INC.	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	198.77	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/18/2019	**0000071291**	**AK-MODELS INC.**								**198.77**
04/18/19	0000071292	P		04/25/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	594.77	
						04/18/2019	**0000071292**	**AMAZON**								**594.77**
04/18/19	0000071293	C		04/18/2019	FERNANDEZ, CHRISTINA	REIMBURSEMENT	Photography	01.0	00000.0	00000	02520	4320	1063000	18-19	66.11	
						04/18/2019	**0000071293**	**FERNANDEZ, CHRISTINA**								**66.11**
04/18/19	0000071294	C		04/18/2019	WATANABE, SUSAN	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	18-19	602.00	
						04/18/2019	**0000071294**	**WATANABE, SUSAN**								**602.00**
04/18/19	0000071295	A		04/18/2019	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	16,206.05	
						04/18/2019	**0000071295**	**FLINN SCIENTIFIC INC**								**16,206.05**
04/18/19	0000071296	A		04/18/2019	VERNIER SOFTWARE	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	26,928.81	
						04/18/2019	**0000071296**	**VERNIER SOFTWARE**								**26,928.81**
04/18/19	0000071297	A		04/18/2019	WATANABE, SUSAN	REIMBURSEMENT	Theater	01.1	00000.0	00100	02520	4325	1055000	18-19	887.37	
						04/18/2019	**0000071297**	**WATANABE, SUSAN**								**887.37**
04/19/19	0000071298	A		04/19/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	18-19	2,602.14	
						04/19/2019	**0000071298**	**GOLDEN STAR TECHNOLOGY INC.**								**2,602.14**
04/19/19	0000071299	A		04/19/2019	COMMUNITY COLLEGE LEAGUE of	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	6,393.45	
						04/19/2019	**0000071299**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**6,393.45**
04/19/19	0000071300	A		04/19/2019	COMMUNITY COLLEGE LEAGUE of	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	19,758.25	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/19/2019	**0000071300**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**19,758.25**
04/19/19	0000071301	C		04/19/2019	INFOBASE	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	1,123.74	
						04/19/2019	**0000071301**	**INFOBASE**								**1,123.74**
04/19/19	0000071302	C		04/19/2019	GREY HOUSE PUBLISHING	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	278.00	
						04/19/2019	**0000071302**	**GREY HOUSE PUBLISHING**								**278.00**
04/19/19	0000071303	C		04/19/2019	JACK WALSH LLC	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	201.63	
						04/19/2019	**0000071303**	**JACK WALSH LLC**								**201.63**
04/19/19	0000071304	C		04/19/2019	GOOD DOCS	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	219.00	
						04/19/2019	**0000071304**	**GOOD DOCS**								**219.00**
04/19/19	0000071305	C		04/19/2019	KANOPY LLC	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	18-19	3,000.00	
						04/19/2019	**0000071305**	**KANOPY LLC**								**3,000.00**
04/19/19	0000071306	A		04/19/2019	SPINITAR	OFFICE SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	360.55	
						04/19/2019	**0000071306**	**SPINITAR**								**360.55**
04/19/19	0000071307	C		04/19/2019	ARCEO, SHIRLEY	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	40.50	
						04/19/2019	**0000071307**	**ARCEO, SHIRLEY**								**40.50**
04/19/19	0000071308	C		04/19/2019	JARA, AMNA	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	6.55	
						04/19/2019	**0000071308**	**JARA, AMNA**								**6.55**
04/19/19	0000071309	C		04/19/2019	MONTEBELLO USD	REIMBURSEMENT	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	519.08	
						04/19/2019	**0000071309**	**MONTEBELLO USD**								**519.08**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/19/19	0000071310	A		04/19/2019	PIVOT INTERIORS, INC	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	18-19	7,297.09	
						04/19/2019	**0000071310**	**PIVOT INTERIORS, INC**								**7,297.09**
04/19/19	0000071311	A		04/19/2019	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	5,062.53	
						04/19/2019	**0000071311**	**IMAGE 2000, INC.**								**5,062.53**
04/22/19	0000071312	A		04/22/2019	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	149.94	
						04/22/2019	**0000071312**	**AMAZON**								**149.94**
04/22/19	0000071313	A		04/24/2019	ALLISON MECHANICAL, INC.	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	356.43	
						04/22/2019	**0000071313**	**ALLISON MECHANICAL, INC.**								**356.43**
04/22/19	0000071314	C		04/24/2019	PORTER BOILER SERVICE INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	18-19	1,482.52	
						04/22/2019	**0000071314**	**PORTER BOILER SERVICE INC**								**1,482.52**
04/22/19	0000071315	A		04/23/2019	AGRISERVE PEST CONTROL, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	1,445.00	
						04/22/2019	**0000071315**	**AGRISERVE PEST CONTROL, INC.**								**1,445.00**
04/22/19	0000071316	A		04/23/2019	AGRISERVE PEST CONTROL, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	1,200.00	
						04/22/2019	**0000071316**	**AGRISERVE PEST CONTROL, INC.**								**1,200.00**
04/22/19	0000071317	A		04/23/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,001.51	
						04/22/2019	**0000071317**	**GOLDEN STAR TECHNOLOGY INC.**								**1,001.51**
04/22/19	0000071318	C		04/24/2019	CALIFORNIA TRUCKING	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76617	5310	6190000	18-19	794.46	
						04/22/2019	**0000071318**	**CALIFORNIA TRUCKING ASSOCIATION**								**794.46**
04/22/19	0000071319	A		04/23/2019	ALL AMERICAN TROPHY	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	421.58	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/22/19	0000071319	A		04/23/2019	ALL AMERICAN TROPHY	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	60.23	
						04/22/2019	**0000071319**	**ALL AMERICAN TROPHY**								**481.81**
04/23/19	0000071320	P		04/23/2019	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5310	6460000	18-19	3,288.00	
						04/23/2019	**0000071320**	**NASFAA**								**3,288.00**
04/23/19	0000071321	A		04/23/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	1,215.46	
						04/23/2019	**0000071321**	**DIVERSIFIED BUSINESS SERVICES**								**1,215.46**
04/23/19	0000071322	A		04/23/2019	4IMPRINT	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	18-19	1,884.78	
						04/23/2019	**0000071322**	**4IMPRINT**								**1,884.78**
04/23/19	0000071323	A		04/23/2019	PROCAM	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	6450	1000000	18-19	3,493.06	
						04/23/2019	**0000071323**	**PROCAM**								**3,493.06**
04/23/19	0000071324	A		04/23/2019	GOLDEN STAR TECHNOLOGY INC.	AUDIOVISUAL SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	18-19	2,213.91	
								01.3	00000.0	03600	70200	6450	1000000	18-19	3,754.64	
						04/23/2019	**0000071324**	**GOLDEN STAR TECHNOLOGY INC.**								**5,968.55**
04/23/19	0000071325	A		05/01/2019	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	18-19	1,457.11	
								01.3	00000.0	03600	70200	6450	1000000	18-19	5,253.82	
						04/23/2019	**0000071325**	**B & H PHOTO VIDEO**								**6,710.93**
04/23/19	0000071326	A		04/23/2019	VINTAGE KING AUDIO	AUDIOVISUAL SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	6450	1000000	18-19	13,838.25	
						04/23/2019	**0000071326**	**VINTAGE KING AUDIO**								**13,838.25**
04/23/19	0000071327	A		04/23/2019	DOING GOOD WORKS	ADVERTISING	Academic Administration	01.3	00000.0	00000	72800	5830	6010000	18-19	1,233.90	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/23/2019	**0000071327**	**DOING GOOD WORKS**								**1,233.90**
04/23/19	0000071328	C		04/24/2019	FOLLETT BOOKSTORE #603	MISCELLANEOUS	District	71.1	00000.0	02027	02800	7610	0000000	18-19	14,463.02	
						04/23/2019	**0000071328**	**FOLLETT BOOKSTORE #603**								**14,463.02**
04/23/19	0000071329	A		04/23/2019	RAN GRAPHICS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	167.11	
						04/23/2019	**0000071329**	**RAN GRAPHICS**								**167.11**
04/23/19	0000071330	A		04/23/2019	DOING GOOD WORKS	ADVERTISING	Academic Administration	01.3	00000.0	00000	72800	5830	6010000	18-19	415.75	
						04/23/2019	**0000071330**	**DOING GOOD WORKS**								**415.75**
04/24/19	0000071331	C		04/24/2019	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6120	7100000	18-19	610.00	
						04/24/2019	**0000071331**	**STATE WATER RESOURCES CONTROL**								**610.00**
04/24/19	0000071332	A		04/24/2019	DOWNEY HIGH SCHOOL	REFUNDS	School Relations	01.0	00000.0	00000	03320	4550	6493000	18-19	390.00	
						04/24/2019	**0000071332**	**DOWNEY HIGH SCHOOL**								**390.00**
04/24/19	0000071333	C		04/24/2019	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,467.96	
						04/24/2019	**0000071333**	**US BANK EQUIPMENT FINANCE**								**8,467.96**
04/25/19	0000071334	A		04/25/2019	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Community Recreation	39.0	00000.0	00000	72560	7310	6810000	18-19	15,575.00	
						04/25/2019	**0000071334**	**CERRITOS COLLEGE DISTRICT**								**15,575.00**
04/25/19	0000071335	C		04/26/2019	WESTERN ASSOCIATION OF	CONFERENCE AND TRAVEL	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	100.00	
							Veterans Services	01.3	00000.0	00000	70005	5210	6480000	18-19	1,000.00	
						04/25/2019	**0000071335**	**WESTERN ASSOCIATION OF VETERANS EDUCATIO**								**1,100.00**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/25/19	0000071336	P		04/25/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Veterans Services	01.3	00000.0	00000	70005	5210	6480000	18-19	386.00	
						04/25/2019	**0000071336**	**BANK OF AMERICA**								**386.00**
04/25/19	0000071337	C		04/29/2019	SHERATON NEW ORLEANS	CONFERENCE AND TRAVEL	Veterans Services	01.3	00000.0	00000	70005	5210	6480000	18-19	672.63	
						04/25/2019	**0000071337**	**SHERATON NEW ORLEANS**								**672.63**
04/25/19	0000071338	A		04/25/2019	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	18-19	605.54	
						04/25/2019	**0000071338**	**GOLDEN STAR TECHNOLOGY INC.**								**605.54**
04/25/19	0000071339	A		05/01/2019	FOLLETT BOOKSTORE #603	STUDENT AID	Trnsfers & Pymnts to/for	01.3	00000.0	03400	72800	7610	7300000	18-19	4,000.00	
						04/25/2019	**0000071339**	**FOLLETT BOOKSTORE #603**								**4,000.00**
04/25/19	0000071340	A		04/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	39.1	00000.0	00008	79850	6450	7100000	18-19	6,751.23	
						04/25/2019	**0000071340**	**GOLDEN STAR TECHNOLOGY INC.**								**6,751.23**
04/25/19	0000071341	A		05/01/2019	BARNES & NOBLE	BOOKS	Oth Instr Sup Services	01.3	00000.0	02321	72000	4100	6190000	18-19	257.33	
						04/25/2019	**0000071341**	**BARNES & NOBLE**								**257.33**
04/25/19	0000071342	A		05/01/2019	FOLLETT BOOKSTORE #603	STUDENT AID	Trnsfers & Pymnts to/for	01.3	00000.0	03000	72800	7610	7300000	18-19	500.00	
						04/25/2019	**0000071342**	**FOLLETT BOOKSTORE #603**								**500.00**
04/25/19	0000071343	C		04/25/2019	MAXIENT, LLC	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	635.00	
						04/25/2019	**0000071343**	**MAXIENT, LLC**								**635.00**
04/25/19	0000071344	C		04/29/2019	HILTON SALT LAKE CITY	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	906.01	
						04/25/2019	**0000071344**	**HILTON SALT LAKE CITY**								**906.01**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/25/19	0000071345	P		04/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	243.60	
						04/25/2019	**0000071345**	**BANK OF AMERICA**								**243.60**
04/26/19	0000071346	C		04/26/2019	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	18-19	460.00	
						04/26/2019	**0000071346**	**FOUNDATION FOR CALIFORNIA COMMUNITY COLL**								**460.00**
04/26/19	0000071347	C		04/26/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	International Students	01.0	00000.0	00000	03420	5210	6452000	18-19	296.60	
						04/26/2019	**0000071347**	**BANK OF AMERICA**								**296.60**
04/26/19	0000071348	A		04/26/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	18-19	207.96	
						04/26/2019	**0000071348**	**BANK OF AMERICA**								**207.96**
04/26/19	0000071349	A		04/26/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	207.96	
							Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	207.96	
								01.0	00000.0	01300	01100	5210	6005000	18-19	207.96	
								01.0	00000.0	02100	01100	5210	6005000	18-19	207.96	
						04/26/2019	**0000071349**	**BANK OF AMERICA**								**831.84**
04/26/19	0000071350	A		04/26/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	18-19	44.98	
						04/26/2019	**0000071350**	**BANK OF AMERICA**								**44.98**
04/26/19	0000071351	A		04/27/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	18-19	599.00	
						04/26/2019	**0000071351**	**BANK OF AMERICA**								**599.00**
04/27/19	0000071352	A		04/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	814.26	
						04/27/2019	**0000071352**	**BANK OF AMERICA**								**814.26**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/27/19	0000071353	A		04/27/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	345.13	
						04/27/2019	**0000071353**	**GOLDEN STAR TECHNOLOGY INC.**								**345.13**
04/27/19	0000071354	A		04/27/2019	CHRONICLE OF HIGHER EDUCATION	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	217.91	
						04/27/2019	**0000071354**	**CHRONICLE OF HIGHER EDUCATION**								**217.91**
04/27/19	0000071355	P		04/27/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	419.88	
						04/27/2019	**0000071355**	**BANK OF AMERICA**								**419.88**
04/27/19	0000071356	P		04/30/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	695.88	
						04/27/2019	**0000071356**	**AMAZON**								**695.88**
04/27/19	0000071357	P		04/27/2019	NEED TO ADD VENDOR	FOOD SERVICES SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	1,140.00	
								01.3	00000.0	00000	71130	6410	4900000	18-19	5,500.00	
								01.3	00000.0	00000	71130	6450	4900000	18-19	975.00	
						04/27/2019	**0000071357**	**NEED TO ADD VENDOR**								**7,615.00**
04/27/19	0000071358	A		04/27/2019	ECOLAB INC.	FOOD SERVICES SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	2,074.57	
						04/27/2019	**0000071358**	**ECOLAB INC.**								**2,074.57**
04/27/19	0000071359	A		04/27/2019	J. F. DUNCAN INDUSTRIES, INC.	FOOD SERVICES SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	4,943.00	
						04/27/2019	**0000071359**	**J. F. DUNCAN INDUSTRIES, INC.**								**4,943.00**
04/27/19	0000071360	C		04/27/2019	WOW FACTOR BALLONS & MAMMA	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	296.38	
						04/27/2019	**0000071360**	**WOW FACTOR BALLONS & MAMMA MONKEY EVENT**								**296.38**
04/27/19	0000071361	P		04/27/2019	AMAZON	BATTERIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	297.00	

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/27/2019	**0000071361**	**AMAZON**								**297.00**
04/29/19	0000071362	A		04/29/2019	ASSOCIATION FOR STUDENT CONDUCT	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	925.00	
						04/29/2019	**0000071362**	**ASSOCIATION FOR STUDENT CONDUCT ADMIN**								**925.00**
04/29/19	0000071363	A		04/29/2019	INDIANAPOLIS MARRIOTT	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	931.32	
						04/29/2019	**0000071363**	**INDIANAPOLIS MARRIOTT DOWNTOWN**								**931.32**
04/29/19	0000071364	P		04/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	506.60	
						04/29/2019	**0000071364**	**BANK OF AMERICA**								**506.60**
04/29/19	0000071365	A		04/29/2019	ASSOCIATION FOR STUDENT CONDUCT	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	925.00	
						04/29/2019	**0000071365**	**ASSOCIATION FOR STUDENT CONDUCT ADMIN**								**925.00**
04/29/19	0000071366	C	1	05/02/2019	INDIANAPOLIS MARRIOTT	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	931.32	
						04/29/2019	**0000071366**	**INDIANAPOLIS MARRIOTT DOWNTOWN**								**931.32**
04/29/19	0000071367	P		04/29/2019	INDIANAPOLIS MARRIOTT	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	750.00	
						04/29/2019	**0000071367**	**INDIANAPOLIS MARRIOTT DOWNTOWN**								**750.00**
04/29/19	0000071368	C		04/29/2019	MAXIENT, LLC	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	550.00	
						04/29/2019	**0000071368**	**MAXIENT, LLC**								**550.00**
04/29/19	0000071369	C		04/29/2019	HILTON SALT LAKE CITY	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	679.51	
						04/29/2019	**0000071369**	**HILTON SALT LAKE CITY**								**679.51**
04/29/19	0000071370	P		04/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	336.60	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/29/2019	**0000071370**	**BANK OF AMERICA**								**336.60**
04/30/19	0000071371	A		04/30/2019	RODRIGUEZ, ALFRED C.	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	1,974.15	
						04/30/2019	**0000071371**	**RODRIGUEZ, ALFRED C.**								**1,974.15**
04/30/19	0000071372	A		04/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	18-19	1,140.00	
								01.0	00000.0	02100	01100	5210	6005000	18-19	1,140.00	
						04/30/2019	**0000071372**	**BANK OF AMERICA**								**2,280.00**
04/30/19	0000071373	A		04/30/2019	AT&T	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	18-19	1,560.99	
						04/30/2019	**0000071373**	**AT&T**								**1,560.99**
04/30/19	0000071374	A		04/30/2019	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	2,494.42	
						MISCELLANEOUS		01.3	00000.0	00000	71130	4320	4900000	18-19	1,533.00	
						04/30/2019	**0000071374**	**HENRY SCHEIN INC**								**4,027.42**
04/30/19	0000071375	C		04/30/2019	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	1,297.43	
						04/30/2019	**0000071375**	**KEENAN & ASSOCIATES**								**1,297.43**
04/30/19	0000071376	A		04/30/2019	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65004	6120	7100000	18-19	1,834.13	
						04/30/2019	**0000071376**	**GOLDEN STAR TECHNOLOGY INC.**								**1,834.13**
04/30/19	0000071377	A		04/30/2019	BEE EMERGENCY RESPONSE TEAM	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	18-19	195.00	
						04/30/2019	**0000071377**	**BEE EMERGENCY RESPONSE TEAM**								**195.00**
04/30/19	0000071378	A		04/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	154.96	
						04/30/2019	**0000071378**	**BANK OF AMERICA**								**154.96**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
04/30/19	0000071379	A		04/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	134.30	
						04/30/2019	**0000071379**	**BANK OF AMERICA**								**134.30**
04/30/19	0000071380	A		04/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	95.30	
						04/30/2019	**0000071380**	**BANK OF AMERICA**								**95.30**
04/10/19	16C0153B	A		04/10/2019	KNN PUBLIC FINANCE, LLC	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	10110	04100	5890	6720000	18-19	5,000.00	
						04/10/2019	**16C0153B**	**KNN PUBLIC FINANCE, LLC**								**5,000.00**
04/10/19	17P012-03	A		04/10/2019	KRETSCHMAR & SMITH, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	655,450.00	
						04/10/2019	**17P012-03**	**KRETSCHMAR & SMITH, INC.**								**655,450.00**
04/08/19	17P012-16	A		04/08/2019	ELLJAY ACOUSTICS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	2,776,470.00	
						04/08/2019	**17P012-16**	**ELLJAY ACOUSTICS, INC.**								**2,776,470.00**
04/18/19	18C0078	A		04/18/2019	MAXIENT, LLC	MISCELLANEOUS	Student Activities	01.0	00000.0	00000	03300	5810	6451000	18-19	29,000.00	
						04/18/2019	**18C0078**	**MAXIENT, LLC**								**29,000.00**
04/17/19	18C0172	A		04/17/2019	ZACKNEY, CINDY	MISCELLANEOUS	Health Services	01.3	00000.0	00000	73340	5810	6440000	18-19	3,800.00	
						04/17/2019	**18C0172**	**ZACKNEY, CINDY**								**3,800.00**
04/12/19	18C0186	A		04/12/2019	SOCIAL ENTERPRISES, INC.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	38,900.00	
						04/12/2019	**18C0186**	**SOCIAL ENTERPRISES, INC.**								**38,900.00**
04/18/19	18C0206	A		04/18/2019	SWEETWATER UNION HIGH	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	55,000.00	
						04/18/2019	**18C0206**	**SWEETWATER UNION HIGH SCHOOL DISTRICT**								**55,000.00**
04/04/19	18C0209	A		04/04/2019	BIM BOX BIZ	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	33,100.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/04/2019	**18C0209**	**BIM BOX BIZ**								**33,100.00**
04/17/19	18C0213	A		04/17/2019	SUEYOSHI, AMY	MISCELLANEOUS	Human Resources	01.3	00000.0	00000	74510	5810	6730000	18-19	1,000.00	
						04/17/2019	**18C0213**	**SUEYOSHI, AMY**								**1,000.00**
04/02/19	18C0214	A		04/02/2019	STRATA INFORMATION	MISCELLANEOUS	Student Personnel	01.0	00000.0	00000	03100	5810	6450000	18-19	10,700.00	
						04/02/2019	**18C0214**	**STRATA INFORMATION GROUP**								**10,700.00**
04/05/19	18C0259	C		04/05/2019	POLI, ALEJANDRO JR.	MISCELLANEOUS	Human Resources	01.3	00000.0	00000	74510	5810	6730000	18-19	3,500.00	
						04/05/2019	**18C0259**	**POLI, ALEJANDRO JR.**								**3,500.00**
04/24/19	18C0260	A		04/24/2019	DIAZ, KARLA	MISCELLANEOUS	Human Resources	01.3	00000.0	00000	74510	5810	6730000	18-19	2,000.00	
						04/24/2019	**18C0260**	**DIAZ, KARLA**								**2,000.00**
04/11/19	18C0264	A		04/11/2019	AFFORDABLE HOME SERVICES, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	12,494.00	
						04/11/2019	**18C0264**	**AFFORDABLE HOME SERVICES, INC.**								**12,494.00**
04/15/19	18C0275	A		04/15/2019	TOTAL COMPENSATION	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	18-19	7,920.00	
						04/15/2019	**18C0275**	**TOTAL COMPENSATION SYSTEMS, INC.**								**7,920.00**
04/30/19	18C0284	A		04/30/2019	NICOLE MILLER & ASSOCIATES, INC.	MISCELLANEOUS	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	24,798.00	
						04/30/2019	**18C0284**	**NICOLE MILLER & ASSOCIATES, INC.**								**24,798.00**
04/04/19	18FC0019	A		04/04/2019	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	18-19	53,900.00	
						04/04/2019	**18FC0019**	**VERNE'S PLUMBING**								**53,900.00**
04/12/19	18FC0023	A		04/12/2019	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	56,439.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/12/2019	**18FC0023**	**RDM ELECTRIC CO., INC.**								**56,439.00**
04/08/19	18P003-18	A		04/08/2019	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	1,921,300.00	
						04/08/2019	**18P003-18**	**INLAND BUILDING CONSTRUCTION CO., INC**								**1,921,300.00**
04/01/19	70864A	C		04/01/2019	SCHOOL SPECIALTY, INC.	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	295.43	
						04/01/2019	**70864A**	**SCHOOL SPECIALTY, INC.**								**295.43**
04/18/19	71159A	P		04/18/2019	AMAZON	COMPUTER SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	9.81	
						04/18/2019	**71159A**	**AMAZON**								**9.81**
04/24/19	71160A	P		04/24/2019	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,310.00	
						04/24/2019	**71160A**	**BANK OF AMERICA**								**1,310.00**
04/02/19	APO180474	A		04/02/2019	BIG PENNY CARWASH	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	1,000.00	
						04/02/2019	**APO180474**	**BIG PENNY CARWASH**								**1,000.00**
04/03/19	APO180475	A		04/03/2019	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	4320	1400000	18-19	1,000.00	
						04/03/2019	**APO180475**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
04/12/19	APO180476	A		04/13/2019	FREESTYLE PHOTOGRAPHIC	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	1,000.00	
						04/12/2019	**APO180476**	**FREESTYLE PHOTOGRAPHIC SUPPLY**								**1,000.00**
04/12/19	APO180477	A		04/13/2019	HOME DEPOT CREDIT SERVICES	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	500.00	
						04/12/2019	**APO180477**	**HOME DEPOT CREDIT SERVICES**								**500.00**
04/12/19	APO180478	A		04/13/2019	OFFICE DEPOT/BUSINESS	LABORATORY SUPP/EQUIP	Computer Graphics	01.1	00000.0	00100	02520	4325	1030200	18-19	900.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/12/2019	**APO180478**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**900.00**
04/16/19	APO180479	A		04/17/2019	HOME DEPOT #0608	OPEN1	Music	01.0	00000.0	00000	02520	4320	1054000	18-19	500.00	
						04/16/2019	**APO180479**	**HOME DEPOT #0608**								**500.00**
04/16/19	APO180480	A		04/17/2019	OFFICE SOLUTIONS	OPEN1	Music	01.0	00000.0	00000	02520	4320	1054000	18-19	250.00	
						04/16/2019	**APO180480**	**OFFICE SOLUTIONS**								**250.00**
04/16/19	APO180481	A		04/17/2019	4WALL LOS ANGELES, INC.	LABORATORY SUPP/EQUIP	theater-technical	01.1	00000.0	00100	02520	4325	1055100	18-19	150.00	
						04/16/2019	**APO180481**	**4WALL LOS ANGELES, INC.**								**150.00**
04/16/19	APO180482	A		04/17/2019	HOME DEPOT #0608	INSTRUCTIONAL SUPPLIES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	18-19	500.00	
						04/16/2019	**APO180482**	**HOME DEPOT #0608**								**500.00**
04/17/19	APO180483	A		04/17/2019	FREESTYLE PHOTOGRAPHIC	OPEN1	Photography	01.0	00000.0	00000	02520	4320	1063000	18-19	1,600.00	
						04/17/2019	**APO180483**	**FREESTYLE PHOTOGRAPHIC SUPPLY**								**1,600.00**
04/17/19	APO180484	A		04/17/2019	LAGUNA CLAY COMPANY	LABORATORY SUPP/EQUIP	Ceramics	01.1	00000.0	00100	02520	4325	1002300	18-19	200.00	
						04/17/2019	**APO180484**	**LAGUNA CLAY COMPANY**								**200.00**
04/17/19	APO180485	A		04/17/2019	NAIMIE'S BEAUTY CENTER	OPEN1	Theater	01.1	00000.0	00100	02520	4325	1055000	18-19	60.00	
						04/17/2019	**APO180485**	**NAIMIE'S BEAUTY CENTER**								**60.00**
04/24/19	APO180486	A		04/24/2019	STACKED RESTURANTS	CATERING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	400.00	
							Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	400.00	
						04/24/2019	**APO180486**	**STACKED RESTURANTS**								**800.00**
04/24/19	APO180487	A		04/24/2019	BELLFLOWER CHAMBER/	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	315.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						04/24/2019	APO180487	BELLFLOWER CHAMBER/ COMMERCE								315.00
						Total by District : 64360									6,537,079.82	6,537,079.82

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of April 2019

ACTION
It is recommended that the Board of Trustees approve the contracts that were processed during the month of April 2019.

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

REPORT SUMMARY
This report of contracts that were processed during the month of April 2019 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
April 2019 – Contracts

Consideration of Approval of New/Amended Contracts for the Month of April 2019

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0264	Affordable Home Services, Inc.	Contractor to provide insurance for the motorcycle students and motorcycle instructors.	02/20/19	02/20/20	$12,475.00	Community Education
18C0265*						
18C0266****	Green Truck, Inc.					
18C0267****	Jason Macias					
18C0268*						
18C0269	Taurrean Hundley	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships
18C0270	Central Drugs	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	04/15/19	04/14/24	No Cost	Health Occupations
18C0271*						
18C0272	Vanguard University	Cerritos College faculty member to serve as a mentor/preceptor to Vanguard University Bachelor of Science, Nursing students.	04/15/19	04/14/22	No Cost	Health Occupations
18C0273	Walgreens Co. dba Walgreens	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	04/15/19	04/14/22	No Cost	Health Occupations
18C0274****						
18C0275	Total Compensation Systems, Inc.	Contractor to perform services regarding GASB Accounting Standards 74/75	06/01/19	02/29/20	$7,920.00	Fiscal Services

Consideration of Approval of New/Amended Contracts for the Month of April 2019

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0276**						
18C0277****						
18C0278	Economic Modeling LLC (Emsi)	Contractor to provide a license to access online SaaS applications that use labor market data to connect w/ people, education and business.	01/21/19	01/20/20	$11,500	CTE
18C0279	Crittenton Services for Children and Families	Contractor will provide an opportunity for students to perform field experience tasks for a mental health agency.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych
18C0280	BRIDGES, Inc.	Contractor will provide an opportunity for students to perform field experience tasks for a mental health agency.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych
18C0281	Exodus Recovery, Inc	Contractor will provide an opportunity for students to perform field experience tasks for a mental health agency.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych
18C0282	Pennylane Centers	Contractor will provide an opportunity for students to perform field experience tasks for a mental health agency.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych
18C0283	View Heights Convalescent Hospital	Contractor will provide an opportunity for students to perform field experience tasks for a mental health agency.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych
18C0284	Nicole Miller & Associates	Contractor to provide investigative consulting services for the District, as needed.	04/03/19	06/30/19	$24,798.00	Human Resources
18C0285	Optimum Care Therapy	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program.	05/07/19	05/06/24	No Cost	Health Occupations

Consideration of Approval of New/Amended Contracts
for the Month of April 2019

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0286	Casa Colina Centers for Rehabilitation	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program.	03/29/19	03/28/24	No Cost	Health Occupations

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

Consideration of Approval of New/Amended Contracts
for the Month of April 2019

AMENDED CONTRACTS

Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0168*	Rancho Santiago CCD					
18C0005*	National University					

*Contract was submitted as a separate Board item due to dollar amount and has already been approved

** No contract was issued under this contract number
***Pending
****For tracking purposes only

Consideration of Approval of New/Amended Contracts for the Month of April 2019

CONSTRUCTION RELATED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18FC0024	Allison Mechanical	Contractor to install boiler at the Auto Partners Building.	04/22/19	06/30/19	$43,500.00	Facilities
18FC0025	EZ Automated Systems	Contractor to provide labor and materials for the installation of automatic sliding doors on the 2nd floor of the LRC.	04/30/19	06/30/19	$19,577.00	Facilities

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

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

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

SERVICES – NEW
ROWLAND UNIFIED SCHOOL DISTRICT ON BEHALF OF NOGALES HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

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

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

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

Period: The time period will be from June 6, 2019 through January 31, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 18C0268 – Rowland Unified School District on behalf of Nogales High School – Sub-Contractor Agreement

Cerritos College DRAFT

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

Contract No. 18C0268

This Sub-Contractor Agreement ("Agreement") is made and entered on **June 6, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Rowland Unified School District on behalf of Nogales High School**, (herein after referred to as "NHS" or "Sub-Contractor"), a high school with its principal place of business at 401 Nogales Street, La Puente, CA 91744, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/2019, 2019/2020, and 2020/2021 academic years.

1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.

1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.

1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.

1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.

1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".

1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **June 6, 2019**, and end on **January 31, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$55,000.00**), based upon the following budget allocations**:**

3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.

3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.

3.4 District must receive expenditure report from the general ledger along with the invoice.

4.0 INDEMNIFICATION. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.0 INSURANCE. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

(a) **Workers' Compensation**: Statutory Form.
(b) **Employers' Liability**: $1,000,000 per occurrence.
(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

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

6.0 INDEPENDENT CONTRACTOR. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

7.0 EMPLOYMENT WITH PUBLIC AGENCY. No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

8.0 CONFLICT OF INTEREST. Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

9.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

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

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

10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

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

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

12.0 ANTIDISCRIMINATION IN EMPLOYMENT. Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

14.0 GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

16.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

17.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

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

Fax: (562) 467-5020

ROWLAND UNIFIED SCHOOL DISTRICT ON BEHALF OF NOGALES HIGH SCHOOL

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

DRAFT

18.0 **SECTION HEADINGS**. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 **EXECUTION IN COUNTERPARTS**. This Agreement may be signed in counterparts, each of which shall constitute an original document.

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

21.0 **SEVERABILITY**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 **ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

ROWLAND UNIFIED SCHOOL DISTRICT ON BEHALF OF NOGALES HIGH SCHOOL:	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*
_____ *E-mail*	
_____ *Tax Identification Number (EIN)*	
Date: _____	Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Sub-Contractor Agreement with Southern Kern Unified School District on behalf of Rosamond High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

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

SERVICES – NEW
SOUTHERN KERN UNIFIED SCHOOL DISTRICT ON BEHALF OF ROSAMOND HIGH SCHOOL SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

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

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

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

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

Period: The time period will be from June 6, 2019 through January 31, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 18C0271 – Southern Kern Unified School District on behalf of Rosamond High School – Sub-Contractor Agreement

Cerritos College DRAFT

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

Contract No. 18C0271

This Sub-Contractor Agreement ("Agreement") is made and entered on **June 6, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Southern Kern Unified School District on behalf of Rosamond High School**, (herein after referred to as "RHS" or "Sub-Contractor"), a high school with its principal place of business at 2925 Rosamond Boulevard, Rosamond, CA 93560, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/2019, 2019/2020, and 2020/2021 academic years.

1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.

1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.

1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.

1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.

1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".

1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **June 6, 2019**, and end on **January 31, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$55,000.00**), based upon the following budget allocations**:**

3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.

3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.

3.4 District must receive expenditure report from the general ledger along with the invoice.

4.0 INDEMNIFICATION. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.0 INSURANCE. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

(a) **Workers' Compensation**: Statutory Form.
(b) **Employers' Liability**: $1,000,000 per occurrence.
(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

6.0 INDEPENDENT CONTRACTOR. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

7.0 EMPLOYMENT WITH PUBLIC AGENCY. No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

8.0 CONFLICT OF INTEREST. Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

9.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

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

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

10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters,

the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

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

12.0 ANTIDISCRIMINATION IN EMPLOYMENT. Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

14.0 GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

16.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

17.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

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

SOUTHERN KERN UNIFIED SCHOOL DISTRICT ON BEHALF OF ROSAMOND HIGH SCHOOL

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

DRAFT

Fax: (562) 467-5020 Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

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

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

SOUTHERN KERN UNIFIED SCHOOL DISTRICT ON BEHALF OF ROSAMOND HIGH SCHOOL:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Sub-Contractor Agreement with Santa Clara Unified School District on behalf of Wilcox High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

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

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

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

SERVICES – NEW
SANTA CLARA UNIFIED SCHOOL DISTRICT ON BEHALF OF WILCOX HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

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

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

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

Period: The time period will be from June 6, 2019 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 18C0288 – Santa Clara Unified School District on behalf of Wilcox High School – Sub-Contractor Agreement

Cerritos College DRAFT

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

Contract No. 18C0288

This Sub-Contractor Agreement ("Agreement") is made and entered on **June 6, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Santa Clara Unified School District on behalf of Wilcox High School**, (herein after referred to as "WHS" or "Sub-Contractor"), a high school with its principal place of business at 3250 Monroe Street, Santa Clara, CA 95051, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/2019, 2019/2020, and 2020/2021 academic years.

1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.

1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.

1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.

1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.

1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".

1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **June 6, 2019**, and end on **January 31, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$55,000.00**), based upon the following budget allocations**:**

3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.

3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.

3.4 District must receive expenditure report from the general ledger along with the invoice.

4.0 INDEMNIFICATION. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.0 INSURANCE. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

(a) **Workers' Compensation**: Statutory Form.
(b) **Employers' Liability**: $1,000,000 per occurrence.
(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

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

6.0 INDEPENDENT CONTRACTOR. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

7.0 EMPLOYMENT WITH PUBLIC AGENCY. No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

8.0 CONFLICT OF INTEREST. Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

9.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

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

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

10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

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

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

12.0 ANTIDISCRIMINATION IN EMPLOYMENT. Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

14.0 GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

16.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

17.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

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

Fax: (562) 467-5020

SANTA CLARA UNIFIED SCHOOL DISTRICT ON BEHALF OF WILCOX HIGH SCHOOL

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

DRAFT

18.0 **SECTION HEADINGS**. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 **EXECUTION IN COUNTERPARTS**. This Agreement may be signed in counterparts, each of which shall constitute an original document.

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

21.0 **SEVERABILITY**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 **ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

SANTA CLARA UNIFIED SCHOOL DISTRICT ON BEHALF OF WILCOX HIGH SCHOOL:	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*
_____ *E-mail*	
_____ *Tax Identification Number (EIN)*	
Date: _____	Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification to Amend the Agreement with Yosemite Community College District for the Child Development Training Consortium

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Yosemite Community College District for the Child Development Training Consortium.

FISCAL IMPACT
The total revised contract sum shall be for the not-to-exceed amount of $27,425; the agreement is being amended to include and additional payment augmentation to Cerritos College for $2,425. This is a revenue generating agreement whereby funding is provided by the Child Development Training Consortium.

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

SERVICES – AMENDMENT
YOSEMITE COMMUNITY COLLEGE DISTRICT
AGENCY FOR THE CHILD DEVELOPMENT TRAINING CONSORTIUM
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: On October 3, 2018, the Board of Trustees ratified the agreement between Cerritos College and Yosemite Community College District ("Yosemite"), who serves as lead agency for the Child Development Training Consortium ("Consortium"), in which Cerritos College would provide, but is not limited to, the generation of units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain new or renewal of a currently held Child Development Permit. The term of the agreement is from September 1, 2018 through June 30, 2019, for a total contract sum of $25,000 as revenue to Cerritos College.

Yosemite, as lead agency for the Consortium, wishes to amend the agreement with Cerritos College to include the addition of 97 additional units at $25 per unit for an additional one-time augmentation of $2,425.

Therefore, Cerritos College is seeking Board of Trustee approval to ratify the amendment to the agreement to change the not-to-exceed amount of revenue to Cerritos College to $27,425.

Period: The time period remains unchanged and will be from September 1, 2018 through June 30, 2019.

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

ATTACHMENT(S)
Amendment No. 1 to Contract No. 18C0079 – Yosemite Community College District
Contract No. 18C0079 – Yosemite Community College District

Child Development Training Consortium
2018 – 2019 Amendment # 1 to Instructional Agreement # 18-19- 2761

Amendment to the Instructional Agreement for the period September 1, 2018, to June 30, 2019, between the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC) and the Cerritos College (CONTRACTOR).

In consideration of the performance of the terms of the Instructional Agreement in a satisfactory manner, the YCCD/CDTC **agrees to pay the CONTRACTOR a revised amount not to exceed $** 27,425.00 .
This amount includes Amended Instructional Units **(A)** and **(if applicable)** Contingent Instructional Units **(B)**.

The 2018-2019 Approved Funding amount in **(A)** is accessible to contactor upon execution of Agreement.

Summary of Instructional Units:	**# of Units**	**Funding Amount**
Number of initial enrolled units to generate at $25.00 per unit:	1,000	$25,000.00
Number of additional enrolled units to generate at $25.00 per unit:	97	$2,425.00
Total Amended Instructional Units and Approved Funding	1,097	$27,425.00
A: Total 2018 – 2019 Approved Funding:		$27,425.00

Summary of Contingent Units (Provision for additional funds, if applicable):

The YCCD/CDTC agrees to activate Contingent Units with _____ (CONTRACTOR) to provide additional amended funds not to exceed _____, IN THE EVENT FUNDS BECOME AVAILABLE THROUGH CDTC. CDTC will contact contractor to activate the CONTINGENCY portion of this amendment upon availability of funds. If funds in Section B do not become available, Section A funds remain as amended above.

	# of Units	**Funding Amount**
Number of contingent units to generate at $25.00 per unit upon CDTC's notification to contractor:		
B: Total Contingent Instructional Funds:		
Total Amended Approved and Contingent Funding (if applicable):		$27,425.00

All final reports and invoices are due no later than June 30, 2019. Except as amended herein, all terms and conditions of the original Instructional Agreement shall remain unchanged and in full force and effect.

Agreed to this _____ day of _____, 20____.

For questions, call (209) 548-5721.

AGREED TO BY:

Contractor Authorizing Signature:	
Printed Name of Person Signing and Title:	
Date:	

Yosemite Community College District:

Authorizing Signature:	
Printed Name of Person Signing and Title:	Susan C. Yeager, Vice Chancellor/Fiscal Services, YCCD
Date:	

Return **two** Amendments to Instructional Agreement with **original signatures** to:
Child Development Training Consortium, P.O. Box 3603, Modesto, CA 95352

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor:

CONTRACT NUMBER
1800079

CHILD DEVELOPMENT TRAINING CONSORTIUM
2018-2019 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 18-19- 2761

RECEIVED
OCT 15 2018
CHILD DEVELOPMENT TRAINING CONSORTIUM

This Agreement is made and entered into this 1st day of September, 2018, by and between the Yosemite Community College District, Child Development Training Consortium, hereinafter called the **YCCD/CDTC, and Cerritos College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The Campus Coordinator will commit to being actively engaged for the full program year, and will maintain Campus Coordinator status except for an emergency or other extenuating circumstances. In the event a Campus Coordinator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary Campus Coordinator, on an individual basis. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1)YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator must notify CDTC at least 30 days in advance of a

sabbatical leave. A written plan of action that confirms the intent to continue all coordinator duties as outlined in this Agreement, must be submitted for approval. A temporary Campus Coordinator should be assigned to implement the CDTC program in the absence of a Campus Coordinator who is out of the country or unavailable to continue all coordinator duties.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

B. The CONTRACTOR will generate up to **1000** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2018, and June 30, 2019. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.

C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.

D. The CONTRACTOR will provide appropriate community college courses, which:

1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
2. Are degree or certificate applicable.
3. Are offered for credit with the possible exception of remedial courses.
4. Are transferable whenever possible.
5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
6. Are responsive to local community needs.

E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.

1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**

3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**

4. Student must work in the state of California.

5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.

F. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:*

Priority 1 Employees of all direct-funded CDE/EESD programs including center- based programs and family child care network programs or center- based programs with satellite family child care providers. This also includes co-located Head Start Programs.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local

Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be documented with agenda and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.

H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.

I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2018-2019 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.

J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.

K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2018, to and including June 30, 2019. Enrolled units must be completed between July 1, 2018, and June 30, 2019. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2019.

III. BUDGET AND ALLOWABLE EXPENSES

A. By October 12, 2018, a 2018-2019 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.

B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:

1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).

2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).

C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

D. The CONTRACTOR will not exceed approved California Department of

Education travel reimbursement rates for travel charged to this program.

E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.

F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **$25,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than $100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2019. Checks should be made payable to YCCD.

B. The CONTRACTOR will be paid $25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.

C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2018-2019 Student Profile for each enrolled student for each semester/term.

D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.

E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2019.

V. RETENTION OF RECORDS AND UNITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support

Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.

B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.

C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this

Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Felipe R. Lopez
Title of Person Signing:	Vice President - Business Services
Date:	10/5/2018.

Yosemite Community College District:

Authorizing Signature:	Susan C. Yeager
Printed Name of Person Signing:	**Susan C. Yeager**
Title of Person Signing:	**Vice Chancellor/Fiscal Services, YCCD**
Date: 10/31/18	
Attachments for reference:	Appendix A - Child Development Permit Matrix Appendix B – 2018-2019 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**

Child Development Training Consortium
PO Box 3603
Modesto, CA 95352

For CDTC Use Only			
Date Received: 10/15/18	To D.O.: 10/31/18	From D.O.: 11/2/18	To Contractor: 11/5/18

Child Development Permit Matrix - *with Alternative Qualification Options Indicated*

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	***Option 1:*** 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	***Option 2:*** Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	***Option 1:*** 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	***Option 2:*** Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	***Option 1:*** 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	***Option 2:*** AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	***Option 1:*** 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	***Option 2:*** BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	***Option 1:*** AA (or 60 units) which includes: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	***Option 2:*** BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; **or** ***Option 3:*** Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; **or** ***Option 4:*** Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	***Option 1:*** BA or higher (does not have to be in ECE/CD) including: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	One year of Site Supervisor experience	***Option 2:*** Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; **or** ***Option 3:*** Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; **or** ***Option 4:*** Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

**Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.

***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

****A valid Multiple Subject or a Single Subject in Home Economics.

*****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

7/10

This matrix was prepared by the Child Development Training Consortium. To obtain a permit application visit our website at www.childdevelopment.org or call (209) 572-6080.

Appendix B

Child Development Training Consortium
2018-2019 Required Reports and Time Lines

Report/Documentation	Due Date
Instructional Agreement	As soon as possible
Online Student Profiles and Transmittal Summary and Detail Sheets **AND** Professional Development Profile (if submitted hard copy)	Summer/Fall '18: October 12, 2018 Winter/Spring '19: March 8, 2019 (Preferred) **Postmarked no later than June 1, 2019**
Student Evaluations (Composite generated online)	Summer/Fall '18: February 8, 2019 Winter/Spring '19: June 30, 2019
2018-2019 Program Budget **(SUBMIT ONLINE)**	October 12, 2018
Student Eligibility and Payment Policies	December 14, 2018
Coordinator Invoice	Summer/Fall '18: February 8, 2019 Winter/Spring '19: June 3, 2019
Child Development Instructional Staff Profiles and Master List **(UPDATE ONLINE)**	March 8, 2019
Course Offering Matrix of Child Development and CDTC Funded Courses **(UPDATE ONLINE)**	Submit prior to each semester after course schedule is established at campus **(Ex. Enter Spring '19 courses in September/October '18; Enter Fall '19 courses in April/May '19)**
2019-2020 Contractor Information for Implementation of the CDTC Program	June 3, 2019
Year-End Program and Final Expenditure Narrative **(Survey Monkey)**	June 30, 2019
Final Expenditure Report **(SUBMIT ONLINE)**	June 30, 2019
Advisory Committee Meeting Documents	June 30, 2019

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification for Revision to the Contract with SIRSI Corporation for the SirsiDynix Library Automation System

ACTION
It is recommended that the Board of Trustees ratify the revision to the agreement with SIRSI Corporation to provide the SirsiDynix Library Automation System.

FISCAL IMPACT
The total contract sum shall remain at the not-to-exceed amount of $161,523. This amount will be paid over the three year term of the agreement; the three year cost reflects a 2.9% increase in the first year, a 3.9% increase in the second year, and a 3.9% increase in the third year. Funding for this contract will be allocated from Vintage funds.

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
SIRSI CORPORATION
SIRSIDYNIX LIBRARY AUTOMATION SYSTEM
Requested by: Ms. Shawna Baskette, Dean of Academic Success

Purpose: On April 20, 2016, Cerritos College entered into an agreement with SIRSI Corporation for the SirsiDynix Library Automation System to continue to provide service. The term of the agreement was initially approved to be from July 1, 2016 through June 30, 2019, for a total not-to-exceed amount of $161,523; the three year cost reflects a 2.9% increase in the first year, a 3.9% increase in the second year, and a 3.9% increase in the third year.

Due to prolonged contract negotiations, the agreement was not able to be processed and executed until March 2017. At this time, Cerritos College wishes to revise the end term of the agreement to March 2, 2020 to match language in the contract regarding the end term of the agreement. This administrative revision will ensure proper continuity of service and processing of payment by the College. No other changes to the agreement will be made at this time.

Period: The revised time period will be from July 1, 2016 through March 2, 2020.

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

ATTACHMENT(S)
Contract No. 15C0205 – SIRSI Corporation

CONTRACT NUMBER
15C0205

MASTER AGREEMENT
BETWEEN
CERRITOS COLLEGE LIBRARY & LEARNING CEN
AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer identified in the signature block below ("**Customer**"), with effect on the date of the last signature below ("**Effective Date**").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "**Quote**" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks

Customer Initial and Date: 3-2-17

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connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion.**2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof;

Customer Initial and Date: 3-2-17

(vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote **("Initial Term")**.

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall

Customer Initial and Date: 3-2-17

not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in California to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

****

Customer Initial and Date: 3-2-14

END OF MASTER AGREEMENT

Cerritos College Library & Learning Resource Cen **11110 Alondra Blvd.** **Norwalk, California 90650-9298**	**Sirsi Corporation** **SirsiDynix Technology Centre** **3300 N. Ashton Blvd. – Suite 500** **Lehi, UT 84043**
Sign:	Sign:
Print Name: Mark B. Logan, CPPO, C.P.M Director of Purchasing & Contract Administration	Print Name:
Title:	Title:
Date: 3-2-17	Date:

Customer Initial and Date: 3.2.17

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Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: 3-2-17

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Quote 83630 for:

Cerritos College Library and Learning Resource Cen

LTA

Prepared by:
Tina Beecroft
Executive Account Manager
SirsiDynix

Quote Date: March 10, 2016

Quote Valid Until: February 3, 2017

This quote is hereby fully incorporated into the Master Agreement.
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released unless required by public records law.
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Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

Active Products

Quantity	Total Price	Name
1	0	SirsiDynix Enterprise, Annual Subscription, Upgrade from EPS
1	0	SirsiDynix Enterprise, Annual Hosting
1	0	Authority Control
1	0	Bath Server Profile Compliance
1	0	Bibliographic Control system with Z39.50 Version 3 Server
1	0	Circulation Control
1	0	Complete Electronic System Documentation
18000	4,487.86	Datastream Subscription
1	3,972.96	Hosted EPS Annual Subscription Fee
1	2,118.91	Hosted Rooms/Builder Annual Subscription Fee
1	396.71	iBistro Upgrade to EPS
1	1,589.19	Library's Favorite Sites
1	0	Reporting Module and MARC Import/Export Utilities
1	794.58	Rooms Builder
1	0	SmartPORT Concurrent User
1	1,589.19	Unicorn SaaS 9xx user, per seat
1	1,589.19	Unicorn SaaS Acquisitions user, per seat
1	26,486.48	Unicorn SaaS Annual Base Package Fee
1	0	Unicorn SaaS Academic Reserves
1	1,589.19	Unicorn SaaS EDI X-12 user, per seat
1	1,059.46	Unicorn SaaS Serials Control user, per seat

Master Agreement
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Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

Quantity	Total Price	Name
1	4,661.61	Unicorn SaaS Test System
1	639	Platinum Services Package

Initial Term:	Three (3) Years
Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:	2.9% annual price increase cap in year 1, 3.9% annual price increase cap in years 2 and 3.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.
The above price increase cap covers all Customer's active Products. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.
Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This quote is hereby fully incorporated into the Master Agreement.
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SirsiDynix

Terms and Conditions

Current Contract License Limits:

Up to 150,000 titles.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the Master Agreement.
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released unless required by public records law.
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Terms and Conditions

Customer Signature:

Cerritos College Library and Learning Resource Cen

By: _____
(Authorized Signature)

Name: Mark B. Logan, CPPO, C.P.M
Director of Purchasing & Contract Administration
(Printed)

Job Title: _____

Date: _____

Billing Address:
Cerritos College Library and Learning Resource Cen
11110 Alondra Blvd.
Norwalk
California 90650-9298
United States

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SirsiDynix

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Amendment with Social Enterprises, Inc. for Event Planning and Management for the Advanced Transportation Summit**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Social Enterprises, Inc. for event planning and management for the Advanced Transportation Summit.

FISCAL IMPACT
The contract shall be for the new not-to-exceed amount of $65,000; funding is made possible through Cerritos College's Sector Navigator grant agreement with the California Community Colleges Chancellor's Office.

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
SOCIAL ENTERPRISES, INC.
AMENDMENT NO. 1 TO THE AGREEMENT FOR EVENT PLANNING AND MANAGEMENT FOR THE ADVANCED TRANSPORTATION SUMMIT
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On March 6, 2019, Cerritos College entered into an agreement with Social Enterprises, Inc. to provide event planning and management for the statewide Advanced Transportation Summit. The statewide summit is part of the work plan for the Sector Navigator Grant. Services proposed by Social Enterprises, Inc. include, but are not limited to, venue acquisition, event production, event management, project reporting, post-event reporting, registration management, onsite team support, program management, marketing and communication, and sponsorship.

At this time, Cerritos College wishes to enter into an amendment to increase the contract amount by $26,100 for a new not-to-exceed amount of $65,000. The increase in contract amount is to provide an allowance for reimbursable costs; there will be no other changes to the agreement.

Period: The time period of the agreement remains unchanged and is from March 7, 2019 through October 31, 2019.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 18C0186 – Social Enterprises, Inc.
Contract No. 18C0186 – Social Enterprises, Inc.

Cerritos College

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO. 1

To

CONTRACT NO. 18C0186

The Agreement made and entered on **March 7, 2019**, 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 **Social Enterprises, Inc.**, with its principal place of business at 1604 NW 15th Avenue, Portland, Oregon 97209 ("CONTRACTOR"), is **AMENDED** on **June 6, 2019** , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **March 7, 2019** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

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

NOW THEREFORE, the Parties agree as follows:

1. MODIFY AGREEMENT, Page 2, Item 3.0. SERVICE FEES, EXPENSES, AND INVOICING, to increase the total amount of the Agreement, as follows:

   3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum of **Thirty-Eight Thousand Nine Hundred and 00/100 Dollars ($38,900.00) as a Fixed Fee.** *DISTRICT shall reimburse CONTRACTOR for materials and supplies* ***for the total Not-to-Exceed amount of Twenty-Six Thousand One Hundred and 00/100 Dollars ($26,100.00).***

   3.2 Expenses. ~~All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.~~ *In addition to the services fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits and itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (ii) such expenses are pre-approved by the District's Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. CONTRACTOR is responsible for all other operating expenses, overhead, and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.*

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

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0186

PARTIES AND DATE

This Agreement is made and entered into this **7th** day of **March**, **2019**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Social Enterprises, Inc.** ("CONTRACTOR"), with its principal place of business at 1604 NW 15th Avenue, Portland, Oregon 97209, incorporated under the laws of the State of Oregon, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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

WHEREAS, the work to be performed generally includes **Event Planning and Management for the Advanced Transportation Summit**, as directed by DISTRICT; and

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

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

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

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

1.1.1 To provide event planning and management services for the Advanced Transportation Summit including, but not limited to, venue acquisition, event production, event management, project reporting, post-event reporting, registration management, onsite team support, program management, marketing and communication, and sponsorship per CONTRACTOR'S proposal (7 pages), attached hereto and incorporated into this agreement by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform Event Planning and Management in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **March 7, 2019**, and end on **October 31, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the Event Planning and Management within the term of this Agreement. All applicable

indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum of **Thirty-Eight Thousand Nine Hundred and 00/100 dollars ($38,900.00) as a Fixed Fee**.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

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

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

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

4.0 RESPONSIBILITIES OF CONTRACTOR

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

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed

to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

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

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Jannet Malig, Director of Advanced Transportation Technology** or her designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

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

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

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

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

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

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

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

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material

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

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

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

5.0 INDEMNIFICATION.

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

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

5.3 The CONTRACTOR hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. CONTRACTOR agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless the DISTRICT from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and/or action for damages.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less

than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

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

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

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

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

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

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

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

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

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

7.0 TERMINATION OF AGREEMENT

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

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

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

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

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

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

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 DELAYS.

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

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

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

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

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

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

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly

or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

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

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

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

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

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

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 **NO THIRD-PARTY RIGHTS**. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 **SEVERABILITY**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 **TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

29.0 **ENTIRE AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 **NOTICE**. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Jannet Malig
Director of Advanced Transportation Technology Project
Tel: (562) 860-2451

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: Ericka Nelson / President
(Name & Title)

Tel: (503)226-2377

For Notices: Social Enterprises, Inc.
1604 NW 15th Ave
Portland, OR 97209

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Felipe R. Lopez
Vice President, Business Services
Typed or Printed Name, & Title

Date: 4/16/2019.

CONTRACTOR:

By: _____
Signature

Ericka Nelson, President
Typed or Printed Name, & Title

ericka@socalenterprises.net
E-mail

20-2665380
Tax Identification Number (EIN)

Date: 4.1.2019

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*

Advanced Transportation Summit
August 2019 - California

Statement of Work

VENUE ACQUISITION

- Work with top 3 venues in California to confirm contracts that provide best value in all cost centers (AV, Food/Beverage, Hotel Rooms, Venue Fee).
- Negotiate and finalize contract and all deliverables with selected venue
- ATL to review, confirm and sign off on final venue contract

EVENT PRODUCTION/MANAGEMENT

- Build and drive a comprehensive event production schedule and timeline covering every aspect of planning, execution and reporting within the project scope
- Procure food and beverage contracts that maximize quality, match client priorities and achieve cost savings
- Manage all venue and A/V requirements for conference
- Concept and execute effective event layout, flow of traffic, interactive features and signage placement to achieve maximum attendee experience
- Create Advanced Transportation Summit Playbook with detailed event elements for use by full onsite event team
- Manage event layout, flow, signage placement via SE Signage Grid for maximum attendee experience
- Create and manage announcement schedule for Summit in session, foyer and break spaces to alert attendees of session starts and other important event element announcements.
- Provide stage/session management throughout entire event

Project Reporting

Event Update Meetings

- Once monthly update meetings with entire event team
- Weekly meetings beginning 3 months prior to event with entire event team
- Detailed meeting recap sent after each client meeting, with action items for all team members

Event Project Report (Google Drive)

- Event Project Report created in Google Drive at start of event with detailed tabs for each event element managed by Social Enterprises.
- All elements of event tracked in password-protected Project Report in real time and accessible by client for reference

Event Master Timeline (Basecamp)

- Full Event Timeline in SE Basecamp to ensure an on-time project schedule, based on Social Enterprises best practices.
- Client access to Basecamp can be arranged to view milestones, or to have milestones assigned to client contacts if desired

Financial/Budget Management

- Research and confirm budget estimates for every category of the conference budget
- Create approved conference budget spreadsheet for real-time tracking and reporting for all budget items in password-protected Google Drive Project Report where all event elements are tracked
- Track income and expenses throughout event management
- Reconcile budget with P&L for event reporting purposes
- All event expenses must go through the Event Manager/Project Lead and require written approval from client before being paid. All conference expenses are tracked in the Budget tab of Project Report in real-time.

Post-Event Reporting

Post-event attendee survey

- Creation and distribution of post-event attendee survey (for attendees and speakers)
- Survey data collection requirements and questions approved by client

Final Event Recap

- Provided 30 days post-event along with debrief meeting
- Extensive PowerPoint/PDF presentation (30+ slides) including a recap of each event element handled by SE (events, registration, marketing, community partners, media partners, programming, sponsorship)
- Includes all data collected by SE via registration and survey results, budget reconciliation, and future recommendations on each event area

Post-Event Dropbox Files provided to client post-event:

- Final registration list with all attendee information (Excel format)
- Event Playbook (PDF format)
- Final Recap (PDF format)
- Project Report (PDF format)
- Sponsor & Community Partner Overviews (PDF format)
- Attendee survey results (Excel)
- Speaker survey results (Excel)
- Marketing files: Ads and other graphics created for client use during project timeframe (.jpg, .png, PDF format). Raw design files are available for an additional fee by request.

REGISTRATION MANAGEMENT

Advance Registration

- Manage all advance event registration via custom ATL registration platform using SE Impact Flow account
- Track registration numbers in Project Report, including comparison to previous year data (if available)
- Registration Reports
  - ✓ Monthly registration reports beginning at start of event
  - ✓ Weekly registration reports beginning 2 months prior to event
  - ✓ Daily registration reports beginning 2 weeks prior to event
- Manage all phone calls about registration and other event inquiries
- Print badges in advance of event and ensure VIP groups are identified with special designation (i.e. Speakers, Board, Planning Committee etc.)

- Ensure that VIP groups (client, speakers, board members) are registered in advance of event (lists from client may be required)
- Order all registration related materials, including but not limited to badge covers, badge paper, lanyards with all costs pre-approved by client
- Create badge design for event, to be approved by client

ONSITE TEAM

Social Enterprises to provide event team onsite for pre-conference set-up and all Summit event days to include **5 dedicated SE staff members** (12-16-hour days) to:

- Provide and manage Social Enterprises event day staff and volunteer staff team
- Direct additional event day staff designated by ATL
- Set up all aspects of Summit including all receptions, tours, main stages, exhibitor/sponsor area, educational sessions, and all office and meeting room spaces

Onsite Registration

- Staff and manage onsite registration and check-in at event (including nametag printing/management, onsite equipment for real-time registration and payment for last minute registrations)
- Nametag printers for live onsite nametag printing

Volunteer Staffing

- Creation of volunteer application, posted to website and promoted in emails
- Creation of volunteer shift selection tab in Project Report and volunteer confirmation email
- Creation of volunteer staffing grid in Project Report
- Confirmation and tracking of all volunteers for event
- Management of volunteers onsite

ONSITE TEAM		
ROLE	TRAVEL/SET-UP DAYS	ONSITE TEAM DAYS
Event Production Lead	1	2
Registration/Volunteer Manager	1	2
Registration/Speaker + Board Check-In	1	2
Tradeshow/Breakout Manager	1	2
Program/Main Stage Manager	1	2

PROGRAM MANAGEMENT

Program Development

- Create program skeleton and schedule outline in the project report tracking all session and speaker confirmations
- Work with ATL to refine session topics, titles and descriptions to post Summit program 3 months pre-Summit to maximize attendance and sponsorship

Speaker Management

- Develop and manage all speaker contracts/confirmations, outlining speaker details and commitments
- Manage all communication with confirmed speakers and speaker handlers, including acquisition of bio + headshots for posting on event website, collection of speaker presentations and videos, management of pre-event Q/A, and sending post-event email thank you
- Schedule and participate in pre-conference speaker prep-calls to be led by session Moderators
- Manage all onsite speaker relations, including run-of-show timing, stage management handling and speaker briefing, and all other day of event details
- Manage travel arrangements for all speakers, as needed
- Draft emcee script outline for main stage sessions with run of show and logistical notes (Emcee and Summit leadership to add in personalized remarks/reflections). Provide emcee script to client for initial review and input 1-2 weeks pre-Summit.

MARKETING & COMMUNICATION

Master Communications Schedule

SE to create master event marketing plan and timeline which includes all communications channels (email, print, social media, PR) outlined below – tracked in Summit Project Report marketing tabs.

Event Branding & Development

- Create event logo/header for use on Website and in all marketing and promotion for 2019 Summit
- Create Website that will showcase event brand, program, featured speakers, sponsors/exhibitors/partners, online registration and contact information based on client requirements, including acquiring special event URL, if required
- Create/update special event HTML email template that showcases event brand, highlights reasons to attend and drives ticket sales + sponsorship
- Design Thank You Sponsors PowerPoint Reel (on screens at event)
- Design and print (cost to print is additional) all conference Signage and Program
- Create/Update Sponsor Overview PDF to outline sponsor packages and levels available
- Create/Update Community Partner PDF to outline promotional partner packages and levels available

Website Design and Updates

- Daily Website updates with speaker and sponsor additions made within 24-48 hours

Email Marketing

- SE Best Practice Timeline: Design and distribute email marketing promotion 1x/month starting 10-12 months pre-event (once venue/date is secured)
- SE Best Practice Timeline: 1x/week starting 6-8 weeks pre-event date depending on ticket sales
- Utilize SE Mail Chimp account for all email marketing, email list provided by ATL/GTSE

Media Partner Acquisition and Management

- SE to acquire and manage media partner contracts for each event (100% in-kind advertising campaign trade with media outlets) with industry media/advertising targets approved by ATL
- SE to serve as point-of-contact and ensure timely campaign delivery
- Design, execute and deliver promotional advertising campaigns, per negotiated in-kind/trade contracts

Media Relations/Editorial Acquisition

- SE to create and manage existing editorial media list to ensure most relevant press cover event
- SE to develop Summit press releases to announce event, program, speakers, etc.
- SE to create and include press release schedule on overall event marketing calendar
- SE to act as primary media contact in partnership with client as needed for Summit related press inquiries
- SE to manage press in attendance on event day

Social Media Coverage

Execute pre-event social media designed to drive ticket sales and live social media coverage from prioritized accounts (i.e., Twitter and Instagram) to include:

- Live posts from social media accounts in real time
- Creation of pre-scheduled posts in alignment with content calendar promoting program, registration, key stakeholders and sponsors
- Summary of direct engagement activity recorded on social media accounts for the duration of the event
- SE to lead Onsite Social Media plan to maximize social engagement (including pre-event work such as collecting speaker handles, attendee handles, including all partner handles and hashtag on all marketing materials)

Community Partner Program

- SE to acquire Community/Promo Partners (pre-approved list of non-profit/association targets approved by Green Sports Alliance) to drive attendance/ticket sales.
- SE to manage all outreach, confirmation, deliverables and promotional schedules with confirmed Community Partners.
- SE to actively manage relationships and execute on all deliverables (e.g., providing promotional materials, posting logos, distributing discount and comp codes, etc.)
- SE to create and deliver customized branded emailers for Community Partners to send out to their lists via email marketing software
- Create and execute a post-event survey to gather Community Partner feedback on the event and program
- Track and report on success of community partners to the bottom line of the event via direct ticket sales (measured by discount codes) and awareness metrics (measured by questions during registration process)
- Analyze collective results (surveys, sales, estimated reach, professional observations) and make recommendations for improved success moving forward

Stakeholder Engagement

SE will directly engage key event stakeholder groups in collaboration with ATL/GTSE on 1:1 outreach for the event offering to create custom marketing assets promoting their involvement and support of the event to send out to respective stakeholder marketing groups/lists, to include:

- Board of Directors
- Advisory/Program Committee
- Speakers
- Sponsors
- Media Partners
- Community Partners

SPONSORSHIP

Sponsor Acquisition – to be handled by GTSE/Brian Trice

- GTSE/Brian Trice to secure sponsors and vendors via approved sponsor target list assigned to Social Enterprises by ATL

Sponsor Management (Contracting and Invoicing) - Social Enterprises

- Create or update custom sponsor/exhibitor contract and invoice for all Summit confirmed sponsors
- Track all sponsor confirmations, contract/invoicing status and all marketing deliverables in real-time in Confirmed Sponsors tab in Summit Project Report
- Secure all deliverables per sponsor contract to include sponsor logo and Website link to add to promotional Advertising, Emails, Program, Signage and Sponsor Reel (rotating on all screens at conference)

Tradeshow Management – GTSE and Social Enterprises

- Tradeshow Manager to develop and distribute Sponsor/Exhibitor Manual/Set-Up Email to exhibiting sponsors 30-45 days pre-Summit
- Manage all pre-event and onsite communication with tradeshow participants. Ensure set-up and break-down is 100% smooth process.
- Confirm registration of sponsor/exhibitor passes via Confirmed Sponsors/Exhibitors tab in Summit Project Report
- Call-down 2 weeks prior to event to ensure that all sponsor/exhibitor passes are in
- Assign layout based on sponsor/exhibitor level and electrical needs. Final sponsor layout approved by Green Sports Alliance.
- SE partnership team to lead setup and be point of contact for vendors through all Summit events days.
- SE team to staff and manage Tradeshow onsite support

ANNUAL PROJECT COST SUMMARY

MARKETING	PROJECT HOURS
Senior Design & Web Manager	100
Communications Outreach Manager	75
Digital Marketing Coordinator	75
PARTNERSHIP	
Partnership Operations Manager	50
PROGRAMMING	
Program/Speaker Manager	100
EVENT PRODUCTION	
Event Manager	100
Registration Coordinator	100
ONSITE	
5 SE team onsite - see Onsite Operations/Team grid above	1 set-up/breakdown day, 2 Summit days
TOTAL PROJECT COST	**$38,900**

TERMS

- Sponsorship Commission – 20% on cash sponsorship closed by GTSE; 10% on hard cost in-kind sponsorships closed by SE or GTSE.
- Event hard costs to be paid for by ATL, approved by ATL in advance. Approved event expenses can be taken out of incoming sponsor/ticket sales revenue and tracked in Budget tab in real-time.
- Project Management Fee to be billed on the 1st of every month ~~Net 15.~~ Project Management Fees can be taken out of incoming sponsor/ticket sales revenue and tracked in Budget tab in real-time.
- If the event is cancelled for any reason, ATL agrees to pay all costs owed for time worked up to the cancellation date.
- Project Management Fee Billing to start on February 1, 2019 - $5557/month through August 2019

I AGREE TO THE ABOVE.

Advanced Transportation & Logistics

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of the Amendment to the Agreement for the Clean Fuels Transportation Pilot Career Opportunity Training Plan (No. 600-16-005)**

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement for the Clean Fuels Transportation Pilot Career Opportunity Training Plan (No. 600-16-005) to increase the awareness of careers for high school students in the field of clean transportation.

FISCAL IMPACT

Cerritos College will receive additional funding in the amount of $1,000,000, which will bring the new contract total to $2,000,000; funding is made possible through Cerritos College's agreement with the State Energy Resources Conservation and Development Commission.

REPORT SUMMARY

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

SERVICES – AMENDMENT
CALIFORNIA ENERGY COMMISSION
AMENDMENT TO THE CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY TRAINING PLAN (NO. 600-16-005)

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

Purpose: On February 7, 2018, Cerritos College entered into an agreement with the California Energy Commission for acceptance of the Clean Fuels Transportation Pilot Career Opportunity Training Plan (No. 600-16-005) to increase the awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have

considered this career path, direct programs toward underserved and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

On June 6, 2018, Cerritos College entered into an amendment with the California Energy Commission to extend the end date of the agreement from July 31, 2019 to March 31, 2020. No other changes were made to the agreement.

At this time Cerritos College wishes to enter into an amendment with the California Energy Commission to provide for an additional $1,000,000 of funding and extend the end date of the agreement to September 30, 2021. There are no additional changes to the agreement.

Period: The revised time period will be from May 12, 2017 through September 30, 2021.

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

ATTACHMENT(S)
Amendment No. 2 to Contract No. 17C0108 – California Energy Commission
Amendment No. 1 to Contract No. 17C0108 – California Energy Commission
Contract No. 17C0108 – California Energy Commission Agreement

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

X CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages	AGREEMENT NUMBER	AMENDMENT NUMBER
	600-16-005	**02**
	REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
State Energy Resources Conservation and Development Commission (Energy Commission)
CONTRACTOR'S NAME
Cerritos Community College District

2. The term of this Agreement is May 12, 2017 through September 30, 2021

3. The maximum amount of this Agreement after this amendment is: **$**2,000,000 Total Agreement Amount [$1,000,000 Amendment Amount]

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extend the agreement term eighteen months, from March 31, 2020 to September 30, 2021, and to add $1,000,000 in additional funds, and revise Exhibit A, Scope of Work. Agreement 600-16-005 approved by the Department of General Services on November 27, 2017 and amended on July 13, 2018 is amended as follows:

Exhibit A, Scope of Work (7 pages), is attached and replaces the previously approved Scope of Work (7 pages), in its entirety.

Exhibit A, Part V Project Schedule (1 page), is attached and replaces the previously approved Exhibit A, Part V Project Schedule (1 page), in its entirety.

Exhibit B, Budget Detail and Payment Provision (7 pages) is attached and replaces the previously approved Exhibit B, Budget Detail and Payment Provision (7 pages), in its entirety.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Adrienne Winuk, Contracts Grants and Loans Office Manager

ADDRESS
1516 Ninth Street, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

Exhibit A
SCOPE OF WORK

TASK LIST

Task #	Task Name
1	Agreement Management
2	Clean Fuels Transportation Pilot Career Opportunity Training Plan
3	Implementation of Pilot Clean Fuel Transportation Career Pathway Plan
4	Clean Fuels Transportation Pilot Career Opportunity Plan Reporting

ACRONYMS/GLOSSARY

Specific acronyms and terms used throughout this scope of work are defined as follows:

Acronym	Definition
AB 8	Assembly Bill 8
AB 109	Assembly Bill 109
AB 118	Assembly Bill 118
ARFVTP	Alternative Renewable Fuel and Vehicle Technology Program
ATL	Advanced Transportation and Logistics Center
CAM	Commission Agreement Manager
Contractor	Cerritos Community College District
Energy Commission	The California Energy Commission

BACKGROUND/PROBLEM STATEMENT

Assembly Bill 118 (Núñez, Chapter 750, Statutes of 2007) created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). This statute, amended by Assembly Bill 109 (Núñez, Chapter 313, Statutes of 2008) and later by Assembly Bill 8 (Perea, Chapter 401, Statutes of 2013), authorizes the California Energy Commission (Energy Commission) to enter into "Workforce training related to advanced energy technology designed to reduce air pollution, including state-of-the-art equipment and goods, and new processes and system. Workforce training initiatives funded shall be broad-based partnerships that leverage other public and private job training programs and resources. These partnerships may include, though are not limited to, employers, labor unions, labor management partnerships, community organizations, workforce investment boards, postsecondary education providers, including community colleges, and economic development agencies." Assembly Bill 8 extends funding for ARFVTP until January 1, 2024.

The market for clean fuel and advance vehicle transportation is creating new workforce career opportunities for Californians. To increase interest in this new field, it is essential that high school students see this new high-tech field as a viable career pathway. The clean fuel and advanced vehicle transportation market offers strong economic opportunities and benefits through high-tech advancements in the transportation field. Many high school students have not considered clean transportation as a career pathway because it traditionally relied on older technologies limited by aging mechanical practices. **The original agreement and scope of work was to provide the addition of clean transportation training curriculum, equipment**

and faculty training into 12 high schools' existing automotive programs. Word of the program spread quickly and additional high schools requested to participate.

THE ADVANCED TRANSPORTATION ~~TECHNOLOGY~~ AND ~~ENERGY~~ LOGISTICS CENTER

The Advanced Transportation and ~~Energy (ATTE)~~ Logistics (ATL) Center, hosted by Cerritos Community College District, is a program that was created through initiative funding from the California Community Colleges Chancellor's Office ~~and is responsible for implementing the California Community Colleges Advanced Transportation and Technology Energy initiative, also known as Advanced Transportation and Renewable Energy (ATRE)~~. The ATL replaced the former Advanced Transportation and Energy (ATTE) Center, mentioned in the original contract.

GOAL OF THE AGREEMENT

The goal of this contract is to increase the awareness for high school students of the viability in advanced clean transportation career fields. ~~ATTE~~ **ATL** will develop and implement pilot training projects, in conjunction with the California Department of Educations' (CDE) Career Technical Education (CTE) Division. Whenever possible, these high school pilot programs will be directed toward underserved and disadvantaged communities. ~~ATTE~~ **ATL**, through its established training pathways with high schools will offer advanced vehicle technology training to increase student's awareness and viability of this growing market, to introduce opportunities to students who may not have considered the clean transportation industry for a career, and the potential to matriculate into the community college degree programs.

OBJECTIVE OF THE AGREEMENT

The objective of this agreement is to develop and implement a pilot training program to increase awareness of careers for high school students in the field of clean transportation. **The original agreement awarded 12 high schools with equipment, curriculum, and faculty training for the addition of electric vehicle technology within the existing automotive program. This amendment will allow for at least another 12 high schools to be awarded.**

FORMAT/REPORTING REQUIREMENTS

Deliverables/Reports

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the Commission Agreement Manager (CAM), the latest version of the Consultant Reports Style Manual published on the Energy Commission's web site:

http://www.energy.ca.gov/contracts/consultant_reports/index.html

Each final deliverable shall be delivered as one original, reproducible, 8 ½" by 11", camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

Electronic File Format

The Contractor shall deliver an electronic copy (CD ROM or memory stick or as otherwise specified by the CAM) of the full text in a compatible version of Microsoft Word (.doc).

The following describes the accepted formats of electronic data and documents provided to the Energy Commission as contract deliverables and establishes the computer platforms, operating systems and software versions that will be required to review and approve all software deliverables.

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

Software Application Development

If this scope of work includes any software application development, including but not limited to databases, websites, models, or modeling tools, contractor shall utilize the following standard Application Architecture components in compatible versions:

- Microsoft ASP.NET framework (version 3.5 and up) Recommend 4.0
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5

- Visual Studio.NET (version 2008 and up) Recommend 2010
- C# Programming Language with Presentation (UI), Business Object and Data Layers
- SQL (Structured Query Language)
- Microsoft SQL Server 2008, Stored Procedures Recommend 2008 R2
- Microsoft SQL Reporting Services Recommend 2008 R2
- XML (external interfaces)

Any exceptions to the Software Application Development requirements above must be approved in writing by the Energy Commission Information Technology Services Branch.

ADMINISTRATIVE TASKS

TASK 1 AGREEMENT MANAGEMENT

Task 1.1 Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

Attend a "kick-off" meeting with the CAM, the Contracts Officer, and a representative of the Accounting Office. The meeting will be held in Sacramento, CA and the CAM will designate the specific location. The Contractor shall include their ~~ATTE~~ATL Project Manager and necessary staff, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.

- If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.

The CAM shall:
- Arrange the meeting including scheduling the date and time.
- Provide an agenda to all potential meeting participants prior to the kick-off meeting.

Deliverables:
- An Updated Schedule of Deliverables (if applicable)

Task 1.2 Invoices

The Contractor shall:
- Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Exhibit B of the Terms and Conditions of the Agreement. Invoices shall be submitted as the Contractor deems necessary. Invoices must be submitted to the Energy Commission's Accounting Office.
-

Deliverables:
- Invoices

Task 1.3 Manage Subcontractors
The goal of this task is to ensure quality products, to enforce subcontractor Agreement provisions, and in the event of failure of the subcontractor to satisfactorily perform services, recommend solution to resolve the problem.

The Contractor shall:
- Manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Energy Commission will assign all work to the Contractor. If the Contractor decides to add new subcontractors, they shall 1) comply with the Terms and Conditions of the Agreement, and 2) notify the CAM who will follow the Energy Commission's process for adding or replacing subcontractors.

Task 1.4 Progress Reports
The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Contractor shall:
Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due within 15 calendar days after the end of the reporting period. The CAM will provide the format for the progress reports.

Deliverables:
- Quarterly Progress Reports

Task 1.5 Final Report
The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work completed under this Agreement. The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background.

The Final Report must be completed before the termination date of the Agreement in accordance with the Schedule of Deliverables.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Energy Commission and will be preparing both a public and a confidential version of the Final Report, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.5.1 Final Report

The Contractor shall:
- Prepare the Final Report for this Agreement

- Submit the Final Report for review and comment. The CAM will provide written comments to the Contractor. The Contractor shall review the comments and discuss any issues with the recommended changes with the CAM.

- Prepare and submit the Final Report, incorporating CAM comments.

Deliverables:
- Final Report

Task 1.6 Final Meeting
The goal of this task is to discuss closeout of this Agreement and review the project.

The Contractor shall:
- Meet with Energy Commission staff prior to the term end date of this Agreement. The meeting will be held in Sacramento, CA and the CAM will designate the specific location. This meeting will be attended by the Contractor Project Manager and the CAM. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.

- Present findings, conclusions, and recommended next steps (if any) for the Agreement, based on the information included in the Final Report.

- Prepare a written document of meeting agreements and unresolved activities.

- Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

Deliverables:
- Written documentation of meeting agreements
- Schedule for completing closeout activities

TECHNICAL TASKS

Task 2 Develop and Submit A Clean Fuels Transportation Pilot Career Opportunity Training Plan

The goal of this task is to develop and submit a pilot career project plan for creating career interest in clean fuel transportation careers for high school students. The plan is subject to the review and approval of the Commission Agreement Manager.

The Contractor shall:
Prepare and submit a plan that will be used as a pilot project for increasing career awareness for high school students in the clean fuels transportation field.

- The plan shall include, but not be limited to (as applicable):
  - How funding opportunities will be made ~~available throughout to the~~ to California high schools
  - The requirements and qualifications to receive potential funding
  - How underserved communities will be engaged for participation
  - The estimated time frame for implementing the pilot project
  - Estimated funding costs for:
    - Curriculum Development
    - Equipment Purchases
    - Train the Trainer Training
  - The steps to ensure that the pilot project is implemented
  - Steps to include participation for underserved communities
  - How equipment purchases will be tracked and used in accordance with the goals of this agreement, and how such purchases will comply with the provisions set out for each community college, and high school's procedures for equipment purchases and use
  - Questionnaire about career choice opportunities in clean fuels transportation and what students hope to learn from the course

- Submit a Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan to CAM for review and input
- Submit the Clean Fuels Transportation Pilot Career Opportunity Plan I for written approval by CAM
- Update the Clean Fuels Transportation Pilot Career Opportunity Plan for written approval by CAM

Deliverables:

- Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan
- Final Clean Fuels Transportation Pilot Career Opportunity Training Plan
- **Updated Clean Fuels Transportation Pilot Career Opportunity Training Plan (draft and final)**

[NOTE: THE CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY TRAINING PLAN CANNOT PROCEED WITHOUT WRITTEN APPROVAL OF THE CAM]

Task 3 Implementation of Pilot Clean Fuel Transportation Career Pathway Plan
The goal of this task is to implement the approved Clean Fuels Transportation Pilot Career Opportunity Training Plan (the "Plan").

The Contractor shall:

- Implement the CAM approved Plan
- Submit contracts between Contractor and participating high schools to CAM
- Fund necessary equipment and curriculum for training as approved in the Plan

- Provide training to underserved communities where applicable
- Provide information in the quarterly reports on the operation and oversight of the approved Plan, including:
    - Activities related to monitoring the program
    - Challenges in implementing the program
    - Proposed solutions to challenges faced in implementing the program
    - Information the Contractor deems essential to the success of the program

Deliverables:

- None. Progress shall be reported in Quarterly Progress Reports

Task 4 Clean Fuels Transportation Pilot Career Opportunity Plan Reporting

The goal of this task is to provide data specific to participants on an annual basis. If any of the data is personal information as defined by the Information Practices Act (Cal. Civ. Code § 1798.3(a)), Contractor shall comply with the Information Practices Act (Cal. Civ. Code §§ 1798 *et seq*.). Compliance includes, but is not limited to, working with the Energy Commission to develop appropriate notice pursuant to Cal. Civ. Code § 1798.17. Reporting data and dates may be adjusted by approval of the CAM.

The Contractor shall work with the CAM to develop acceptable criteria for reporting specific data to further inform the public on the progress and benefits for participants from pilot project activities that complies with regulatory restrictions and California community college and participating high schools' policies. The Contractor shall prepare and submit to the CAM an *End of Class Pilot Project Report and an Annual Report of Participation. Both reports* shall include, but may not be limited to:

- Which high schools and programs receive(d) funding
- Type of training
- Number of trainees enrolled
- Number of trainees that complete training courses where funding was provided from this contract (as applicable)
- Certificates and/or credits earned by participant trainees
- Types of equipment purchased
- Estimate of potential placement into community college programs, or an equivalent educational path upon completion (as applicable)
- Feedback from students on the course and if a career in clean fuel transportation is now a consideration

The *Class Pilot Project Report* shall include the above information as it pertains to each individual high school or community college class in which training was performed.

The *Annual Report of Participation* shall include the above information as it pertains to all high school and community college classes in which training was performed during the course of this agreement.

Deliverables:

- End of Class Pilot Project Report
- Annual Report of Participation

Exhibit A Attachment A-1
Schedule of Products and Due Dates

Task Number	Deliverable	Due Date
1		
1.1	Kick Off Meeting with Updated Schedule of Deliverables	1/10/2018
1.2	Invoices	As Needed - but no more than once per month
1.4	Quarterly Progress Reports	Quarterly (After Executed Agreement Date)
1.5.1	Final Report	~~2/28/2020~~ 9/30/2021
1.6	Final Meeting - Written documentation of meeting agreements. Schedule for completing closeout activities	~~12/1/2019~~ July 1, 2021
2	Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan (Groups 1-3)	1/10/2018
2	Final Clean Fuels Transportation Pilot Career Opportunity Training Plan (Groups 1-3)	1/20/2018
3	Implementation of Approved Clean Fuels Transportation Pilot Career Opportunity Plan (Groups 1-3)	3/30/2018
2	Final Clean Fuels Transportation Pilot Career Opportunity Training Plan (Group 4)	9/10/2019
3	Implementation of Approved Clean Fuels Transportation Pilot Career Opportunity Plan (Group 4)	8/1/2021
4	End of Class Pilot Project Report (Groups 1-3)	~~12/1/2019~~ 1/31/2020
4	End of Class Pilot Project Report (Group 4)	8/1/2021

Public/ Governmental Entity
EXHIBIT B
Budget Detail and Payment Provision

1. **CONDITIONS FOR PAYMENT**

A. No payment shall be made in advance of services rendered.

B. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. The Contractor can only bill for actual expenses incurred for hours **worked at the Contractor's and subcontractor's actual labor and non-labor rates**, not to exceed the rates specified in Exhibit B.

C. The Contractor is not allowed to charge profit, fees or mark-ups on any subcontracted budget item, including lower tier subcontracted amounts. Subcontractors are not allowed to profit from their subcontractors' costs.

D. Each invoice is subject to the Energy Commission Contract Agreement Manager's (CAM) approval.

E. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered, and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Contractor will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

F. Payment will be made in accordance with the Prompt Payment Act, Government Code Chapter 4.5, commencing with Section 927, which requires payment of properly submitted, undisputed invoices within 45 days of receipt or automatically pay late payment penalties when applicable.

G. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.

H. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

I. No payment will be made for costs identified in Contractor invoices that have or will be reimbursed by another source, including but not limited to a government entity contract or subcontract or other procurement methods.

2. **PAYMENT TERMS**
Check all that apply:

☒ In Arrears
- ☐ Itemized
  - ☒ Monthly
  - ☐ Quarterly
  - ☐ One-Time Payment

☐ Flat Rate

☐ Advance Payment to other California state agencies or federal government Not to Exceed $_____ or ____ % of the Agreement Amount

☐ Reimbursement/Revenue

☐ Other (Explain)

3. **INVOICING PROCEDURES**

A. Invoices shall be submitted in duplicate not more frequently than monthly. The following certification shall be included on each invoice and signed by an authorized official of the Contractor:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

B. The Energy Commission will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Energy Commission. The date of "invoice receipt" shall be the date the Energy Commission receives the paper copy.

Send invoices to:

California Energy Commission
Accounting Office, MS-2
1516 Ninth Street
Sacramento, California 95814

C. An invoice shall consist of, but not be limited to, the following:

1) Agreement number, date prepared, and billing period.

2) The Contractor's actual unloaded hourly labor rates by individual and number of hours worked during the reporting period. Identify actual, agreement, and billed amounts.

3) Non-Labor rates (fringe benefits, indirect overheads, general and administrative, profit, etc.). Identify actual, agreement, and billed amounts.

4) Other direct operating expenses, including equipment, travel, materials, and miscellaneous, etc.

5) Subcontractor expenditures.

6) An indication of whether a subcontractor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.

7) By task and category (as specified in Budget Detail): current billing, previously billed, budgeted amounts, and balance of funds.

8) If applicable, the match fund expenditures.

9) All invoices must be accompanied by the following documentation to support the expenditure:

a) Subcontractor invoices which shall include items 1-8 above for corresponding information, if any, identified in the budget detail (e.g., if the budget detail lists hourly labor rates, then the subcontractor's invoice would include hourly labor rates).

b) Receipts for travel expenses.

c) Receipts for materials, miscellaneous, and/or equipment.

d) A report that documents the progress of the work during the billing period; and

e) Any other deliverables due during the billing period.

4. **RETENTION**: No retention will be withheld under this Agreement.

5. **TRAVEL AND PER DIEM RATES**

The Contractor shall be reimbursed for travel and per diem expenses using the Energy Commission Contractor Travel Rates. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

A. Travel that is not included in Exhibit B, Pre-Approved Travel List shall require written authorization from the CAM prior to travel departure. The Energy Commission will reimburse travel expenses from the Contractor's office location. For purposes of payment, the Contractor's office location shall be considered the office location where the Contractor's employees or, if applicable, the employees of a subcontractor with responsibilities for this contract are permanently assigned.

B. Travel receipts and documentation of travel expenses, including travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission. The documentation must be listed by trip and include dates and times of departure and return.

6. **BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

7. **RATES & CLASSIFICATIONS: CHANGES IN CONTRACTOR PERSONNEL OR SUBCONTRACTOR PERSONNEL**

This section contains provisions allowing rate and classification changes without a formal amendment. Exhibit D contains the rules for adding or replacing personnel and subcontractors listed in the Agreement. When a Contractor makes personnel and

subcontractor changes in accordance with Exhibit D that do not require a formal amendment, the following rules explain the rates and classifications for which the Contractor can invoice. Changes outside of these rules require a formal amendment to the Agreement.

A. New Personnel

If Contractor or a subcontractor adds new personnel after the Agreement has been executed, the Contractor shall submit the new personnel's resume and proposed job classification/rate, consistent with classifications/rates within the respective budget, to CAM for review and approval. If the Agreement budget includes a job classification with the person identified as "To Be Determined", and a person is later identified, this person is considered to be new personnel. The new personnel shall not provide services until the CAM approves the new personnel request in writing and notifies the Commission Contracts Agreement Officer (CAO). Any work performed by these new personnel prior to CAM approval is at Contractor's expense; the Energy Commission will not reimburse Contractor for work performed by these new personnel that occurs prior to CAM approval.

B. Labor Rates & Classifications

The Agreement budget identifies individuals and/or job classifications and the maximum rates that the Contractor can invoice for them. The Contractor shall only invoice for the actual rates up to the maximum amount listed. Contractor can only increase rates or add new job classifications to the Agreement through a formal amendment to this Agreement.

1. Contractor Changes: Addition or Replacement of Personnel

a) Labor Rates

If the Contractor adds a new person to a job classification listed in the Contractor's budget or replaces a person listed in the Contractor's budget, the Contractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the Contractor's budget. The Contractor cannot use for its personnel a rate of a subcontractor.

b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the Contractor's budget. The Contractor cannot use for its personnel a job classification of a subcontractor. The new person must be invoiced within job classifications that already exist in the budget for the Contractor. If the Contractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

c) Promotions

Contractor personnel listed in the Contractor's budget can be moved to a higher-paying job classification listed in the Contractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

2. Subcontractor Changes: Addition or Replacement of Personnel

a) Labor Rates

If a subcontractor adds a new person to a job classification listed in the subcontractor's budget or replaces a person listed in the subcontractor's budget for that subcontractor, the subcontractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the subcontractor's budget. The subcontractor cannot use for its personnel a rate of another subcontractor or of the Contractor.

b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the subcontractor's budget. The subcontractor cannot use for its personnel a job classification of another subcontractor or of the Contractor. The new person must be invoiced within job classifications that already exist in the budget for the subcontractor. If the subcontractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

c) Promotions

Subcontractor personnel listed in the subcontractor's budget can be moved to a higher-paying job classification listed in the subcontractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

C. Changes in Assigned Personnel Hours

Contractor may move hours allocated for a specific person (employee or subcontractor) to another person listed in the Agreement, upon written notification to the CAM. However such changes cannot change the amount of the budget for the task or labor category. If a change in personnel will result in a change in the dollar amount of the task or in the labor category, then refer to the Budget Reallocation provision in this Exhibit B.

8. **BUDGET REALLOCATIONS**

A. The Energy Commission, through its CAM and CAO, and the Contractor can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

1) For agreements without work authorizations, the total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of $150,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to Contractor under this Agreement. It does not include any match funds provided by Contractor.

For example, if under an agreement the Energy Commission agrees to pay a contractor $100,000 and the contractor is supplying $500,000 in match funding, the ten percent (10%) limitation applies to the $100,000. Only up to $10,000 of Energy Commission funds can be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a contractor $1,750,000, ten percent would be $175,000, but the cap is $150,000, so the most that could be reallocated without a formal amendment is $150,000.

For agreements with work authorizations, budget reallocations up to ten percent (10%) with a cap of $150,000 of the entire agreement can be made. Budget reallocations up to ten percent (10%) of each work authorization can be made so long as the total amount of all work authorization budget reallocations does not exceed 10 percent of the agreement amount and is within the cap of $150,000. For example, assume an Agreement Amount is $175,000 and the agreement has two work authorizations, WA1 and WA2. WA1 has a budget of $100,000, and WA2 has a budget of $50,000. $10,000 (10% of $100,000) can be moved within WA1. $5,000 (10% of $50,000) can be moved within WA2. In addition to this, $2,500 (10% of $25,000, the Agreement Amount of $175,000 minus the combined work authorization budgets of $150,000) can be made to the portion of the Agreement Amount not associated with work authorizations. The total of these budget reallocations does not exceed ten percent of the total agreement amount or the $150,000 cap.

2) The budget reallocation cannot substantially change the Scope of Work. Examples of budget reallocations that do not substantially change the Scope of Work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.
- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

3) The budget reallocation only involves moving funds between tasks or categories. The total Agreement Amount and the total budget of any work authorizations must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.

4) The budget reallocation does not increase the percentage rate of Indirect Overhead, Direct Overhead, Fringe Benefits, General and Administrative Costs, Profit, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment. Another example is that if a contractor listed that its profit rate is 8% of the total agreement, to increase this rate would require a formal amendment.

B. To effectuate a budget reallocation under this section, the Contractor must make a request in writing to both the CAM and the CAO. Both the CAM and CAO will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the CAO. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the CAO and Contractor.

C. Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment. For purposes of this provision, a "formal amendment" means that all of the following must occur: approval by the Energy Commission at a Commission Business Meeting, a written amendment signed by both parties, and approval by the California Department of General Services.

D. Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

9. **BUDGET DETAIL**

Task(s)	Budget
Develop and implement a clean transportation fuels career pilot program for underserved community for high schools, where matriculation into community colleges is possible.	~~$900,000~~ **1,800,000**
Administrative fees are capped at 10% of the total funding from this agreement.	~~$100,000~~ **200,000**

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
600-16-005	01
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   State Energy Resources Conservation and Development Commission (Energy Commission)
   CONTRACTOR'S NAME
   Cerritos Community College District
2. The term of this Agreement is May 12, 2017 through March 31, 2020
3. The maximum amount of this Agreement after this amendment is: $1,000,000 Total Agreement Amount [$0 Amendment Amount]
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   The purpose of this amendment is to extend the agreement term eight months, from July 31, 2019 to March 31, 2020.

   Exhibit A, Part V Project Schedule (1 page), is attached and replaces the previously approved Exhibit A, Part V Project Schedule (1 page), in its entirety.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
CERRITOS COMMUNITY COLLEGE DISTRICT

BY *(Authorized Signature)*: [signature]
DATE SIGNED *(Do not type)*: 6/15/2018

PRINTED NAME AND TITLE OF PERSON SIGNING
FELIPE E. LOPEZ V.P. of BUSINESS SERVICES

ADDRESS
11110 ALONDRA BLVD., NORWALK, CA 90650

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission

BY *(Authorized Signature)*: [signature]
DATE SIGNED *(Do not type)*: 7/13/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Rachel L. Grant Kiley, Contracts Grants and Loans Office Manager

ADDRESS
1516 Ninth Street, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

PCC §10335(d)(1)
No-cost time extension

[ ] Exempt per:

Exhibit A Attachment A-1
Schedule of Products and Due Dates

Task Number	Deliverable	Due Date
1		
1.1	Kick Off Meeting with Updated Schedule of Deliverables	~~10/18/2017~~ **1/10/2018**
1.2	Invoices	As Needed - but no more than once per month
1.4	Quarterly Progress Reports	Quarterly (After Executed Agreement Date)
1.5.1	Final Report	~~3/5/2019~~ **2/28/2020**
1.6	Final Meeting - Written documentation of meeting agreements. Schedule for completing closeout activities	~~2/28/2019~~ **12/1/2019**
2	Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan	~~10/2/2017~~ **1/10/2018**
2	Final Clean Fuels Transportation Pilot Career Opportunity Training Plan	~~10/20/2017~~ **1/20/2018**
3	Implementation of Approved Clean Fuels Transportation Pilot Career Opportunity Plan	~~Upon CAM Approval~~ **3/30/2018**
4	End of Class Pilot Project Report.	~~Upon Completion of Course~~ **12/1/2019**
4	Annual Report of Participation	~~Upon Completion of Course~~ **1/31/2020**

17C0108

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER
600-16-005
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Energy Commission)

CONTRACTOR'S NAME

Cerritos Community College District

2. The term of this Agreement is: May 12, 2017 Through July 31, 2019 The effective date of this Agreement is either the start date or the approval date by the Dept. of General Services, whichever is later. No work shall commence until the effective date.

3. The maximum amount of this Agreement is: $ 1,000,000.00

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

Exhibit A – Scope of Work	7 Pages
Exhibit A – Attachments	1 Page
Exhibit B – Budget Detail and Payment Provision	7 Pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	10 Page
Exhibit E – Additional Provisions	3 Pages
Exhibit F - Contacts	1 Page
Exhibit G – Information Practices Act Special Terms and Conditions	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

Cerritos Community College District

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)* 10/2/2017

PRINTED NAME AND TITLE OF PERSON SIGNING

Felipe E. Lopez, VP of Business Services

ADDRESS

11110 Alondra Blvd. Norwalk, CA 90650

STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission (Energy Commission)

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)* 10/25/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel L. Grant Kiley, Contracts Grants and Loans Office Manager

ADDRESS

1516 Ninth Street, Sacramento, CA 95814

California Department of General Services Use Only

APPROVED

NOV 27 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☒ Exempt per:

Exhibit A
SCOPE OF WORK

TASK LIST

Task #	Task Name
1	Agreement Management
2	Develop and Submit A Clean Fuels Transportation Pilot Career Opportunity Training Plan
3	Implementation of Approved Funding Plan
4	Plan Reporting

ACRONYMS/GLOSSARY

Specific acronyms and terms used throughout this scope of work are defined as follows:

Acronym	Definition
AB 8	Assembly Bill 8
AB 109	Assembly Bill 109
AB 118	Assembly Bill 118
ARFVTP	Alternative Renewable Fuel and Vehicle Technology Program
ATTE	Advanced Transportation Technology and Energy Center
CAM	Commission Agreement Manager
Contractor	Cerritos Community College District
Energy Commission	The California Energy Commission

BACKGROUND/PROBLEM STATEMENT

Assembly Bill 118 (Núñez, Chapter 750, Statutes of 2007) created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). This statute, amended by Assembly Bill 109 (Núñez, Chapter 313, Statutes of 2008) and later by Assembly Bill 8 (Perea, Chapter 401, Statutes of 2013), authorizes the California Energy Commission (Energy Commission) to enter into "Workforce training related to advanced energy technology designed to reduce air pollution, including state-of-the-art equipment and goods, and new processes and system. Workforce training initiatives funded shall be broad-based partnerships that leverage other public and private job training programs and resources. These partnerships may include, though are not limited to, employers, labor unions, labor management partnerships, community organizations, workforce investment boards, postsecondary education providers, including community colleges, and economic development agencies." Assembly Bill 8 extends funding for ARFVTP until January 1, 2024.

The market for clean fuel and advance vehicle transportation is creating new workforce career opportunities for Californians. To increase interest in this new field, it is essential that high school students see this new high-tech field as a viable career pathway. The clean fuel and advanced vehicle transportation market offers strong economic opportunities and benefits through high-tech advancements in the transportation field. Many high school students have not considered clean transportation as a career pathway because it traditionally relied on older technologies limited by aging mechanical practices.

THE ADVANCED TRANSPORTATION TECHNOLOGY AND ENERGY CENTER

The Advanced Transportation and Energy (ATTE) Center, hosted by Cerritos Community College District, is a program that was created through initiative funding from the California Community Colleges Chancellor's Office and is responsible for implementing the California Community Colleges Advanced Transportation and Technology Energy initiative, also known as Advanced Transportation and Renewable Energy (ATRE).

GOAL OF THE AGREEMENT

The goal of this contract is to increase the awareness for high school students of the viability in advanced clean transportation career fields. ATTE will develop and implement pilot training projects, in conjunction with the California Department of Educations' (CDE) Career Technical Education (CTE) Division. Whenever possible, these high school pilot programs will be directed toward underserved and disadvantaged communities. ATTE, through its established training pathways with high schools will offer advanced vehicle technology training to increase student's awareness and viability of this growing market, to introduce opportunities to students who may not have considered the clean transportation industry for a career, and the potential to matriculate into the community college degree programs.

OBJECTIVE OF THE AGREEMENT

The objective of this agreement is to develop and implement a pilot training program to increase awareness of careers for high school students in the field of clean transportation.

FORMAT/REPORTING REQUIREMENTS

Deliverables/Reports

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the Commission Agreement Manager (CAM), the latest version of the Consultant Reports Style Manual published on the Energy Commission's web site:

http://www.energy.ca.gov/contracts/consultant_reports/index.html

Each final deliverable shall be delivered as one original, reproducible, 8 ½" by 11", camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

Electronic File Format

The Contractor shall deliver an electronic copy (CD ROM or memory stick or as otherwise specified by the CAM) of the full text in a compatible version of Microsoft Word (.doc).

The following describes the accepted formats of electronic data and documents provided to the Energy Commission as contract deliverables and establishes the computer platforms, operating systems and software versions that will be required to review and approve all software deliverables.

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

Software Application Development
If this scope of work includes any software application development, including but not limited to databases, websites, models, or modeling tools, contractor shall utilize the following standard Application Architecture components in compatible versions:

- Microsoft ASP.NET framework (version 3.5 and up) Recommend 4.0
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5
- Visual Studio.NET (version 2008 and up) Recommend 2010
- C# Programming Language with Presentation (UI), Business Object and Data Layers
- SQL (Structured Query Language)
- Microsoft SQL Server 2008, Stored Procedures Recommend 2008 R2
- Microsoft SQL Reporting Services Recommend 2008 R2
- XML (external interfaces)

Any exceptions to the Software Application Development requirements above must be approved in writing by the Energy Commission Information Technology Services Branch.

ADMINISTRATIVE TASKS

TASK 1 AGREEMENT MANAGEMENT

Task 1.1 Kick-off Meeting
The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:
- Attend a "kick-off" meeting with the CAM, the Contracts Officer, and a representative of the Accounting Office. The meeting will be held in Sacramento, CA and the CAM will designate the specific location. The Contractor shall include their ATTE Project Manager and necessary staff, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.

- If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.

The CAM shall:
- Arrange the meeting including scheduling the date and time.

- Provide an agenda to all potential meeting participants prior to the kick-off meeting.

Deliverables:
- An Updated Schedule of Deliverables (if applicable)

Task 1.2 Invoices

The Contractor shall:
- Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Exhibit B of the Terms and Conditions of the Agreement. Invoices shall be submitted as the Contractor deems necessary. Invoices must be submitted to the Energy Commission's Accounting Office.

Deliverables:
- Invoices

Task 1.3 Manage Subcontractors
The goal of this task is to ensure quality products, to enforce subcontractor Agreement provisions, and in the event of failure of the subcontractor to satisfactorily perform services, recommend solution to resolve the problem.

The Contractor shall:
- Manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Energy Commission will assign all work to the Contractor. If the Contractor decides to add new subcontractors, they shall 1) comply with the Terms and Conditions of the Agreement, and 2) notify the CAM who will follow the Energy Commission's process for adding or replacing subcontractors.

Task 1.4 Progress Reports
The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Contractor shall:
Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due within 15 calendar days after the end of the reporting period. The CAM will provide the format for the progress reports.

Deliverables:
- Quarterly Progress Reports

Task 1.5 Final Report
The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work completed under this Agreement. The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background.

The Final Report must be completed before the termination date of the Agreement in accordance with the Schedule of Deliverables.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Energy Commission and will be preparing both a public and a confidential version of the Final Report, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.5.1 Final Report

The Contractor shall:
- Prepare the Final Report for this Agreement

- Submit the Final Report for review and comment. The CAM will provide written comments to the Contractor. The Contractor shall review the comments and discuss any issues with the recommended changes with the CAM.

- Prepare and submit the Final Report, incorporating CAM comments.

Deliverables:
- Final Report

Task 1.6 Final Meeting
The goal of this task is to discuss closeout of this Agreement and review the project.

The Contractor shall:
- Meet with Energy Commission staff prior to the term end date of this Agreement. The meeting will be held in Sacramento, CA and the CAM will designate the specific location. This meeting will be attended by the Contractor Project Manager and the CAM. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.

- Present findings, conclusions, and recommended next steps (if any) for the Agreement, based on the information included in the Final Report.

- Prepare a written document of meeting agreements and unresolved activities.

- Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

Deliverables:
- Written documentation of meeting agreements
- Schedule for completing closeout activities

TECHNICAL TASKS

Task 2 Develop and Submit A Clean Fuels Transportation Pilot Career Opportunity Training Plan

The goal of this task is to develop and submit a pilot career project plan for creating career interest in clean fuel transportation careers for high school students. The plan is subject to the review and approval of the Commission Agreement Manager.

The Contractor shall:
Prepare and submit a plan that will be used as a pilot project for increasing career awareness for high school students in the clean fuels transportation field.
- The plan shall include, but not be limited to (as applicable):
  - How funding opportunities will be made available throughout the California high schools
  - The requirements and qualifications to receive potential funding
  - How trainers for the High School will be prepared to train students
  - How underserved communities will be engaged for participation
  - The estimated time frame for implementing the pilot project
  - Estimated funding costs for:
    - Curriculum Development
    - Equipment Purchases
    - Train the Trainer Training

- The steps to ensure that the pilot project is implemented
- Steps to include participation for underserved communities
- How equipment purchases will be tracked and used in accordance with the goals of this agreement, and how such purchases will comply with the provisions set out for each high school's procedures for equipment purchases and use
- Questionnaire about career choice opportunities in clean fuels transportation and what students hope to learn from the course

- Submit a *Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan* to CAM for review and input
- Submit the *Final Clean Fuels Transportation Pilot Career Opportunity Training Plan* for written approval by CAM

Deliverables:
- Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan
- Final Clean Fuels Transportation Pilot Career Opportunity Training Plan

[NOTE: THE CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY TRAINING PLAN CANNOT PROCEED WITHOUT WRITTEN APPROVAL OF THE CAM]

Task 3 Implementation of Approved Funding Plan
The goal of this task is to implement the approved Clean Fuels Transportation Pilot Career Opportunity Training Plan (the "Plan").

The Contractor shall:
- Implement the CAM approved Plan
- Submit contracts between Contractor and participating high schools to CAM
- Fund necessary equipment and curriculum for training as approved in the Plan
- Provide training to underserved communities where applicable
- Provide information in the quarterly reports on the operation and oversight of the approved Plan, including:
  - Activities related to monitoring the program
  - Challenges in implementing the program
  - Proposed solutions to challenges faced in implementing the program
  - Information the Contractor deems essential to the success of the program

Deliverables:
- None. Progress shall be reported in Quarterly Progress Reports

Task 4 Plan Reporting
The goal of this task is to provide data specific to participants on an annual basis. If any of the data is personal information as defined by the Information Practices Act (Cal. Civ. Code § 1798.3(a)), Contractor shall comply with the Information Practices Act (Cal. Civ. Code §§ 1798 *et seq.*). Compliance includes, but is not limited to, working with the Energy Commission to develop appropriate notice pursuant to Cal. Civ. Code § 1798.17. Reporting data and dates may be adjusted by approval of the CAM.

The Contractor shall work with the CAM to develop acceptable criteria for reporting specific data to further inform the public on the progress and benefits for participants from pilot project activities that complies with regulatory restrictions and California community college and participating high schools' policies. The Contractor shall prepare and submit to the CAM an *End of Class Pilot Project Report and an Annual Report of Participation. Both reports* shall include, but may not be limited to:

- Which high schools and programs receive(d) funding
- Type of training
- Number of trainees enrolled
- Number of trainees that complete training courses where funding was provided from this contract (as applicable)
- Certificates and/or credits earned by participant trainees
- Types of equipment purchased
- Estimate of potential placement into community college programs, or an equivalent educational path upon completion (as applicable)
- Feedback from students on the course and if a career in clean fuel transportation is now a consideration

The *Class Pilot Project Report* shall include the above information as it pertains to each individual high school or community college class in which training was performed.

The *Annual Report of Participation* shall include the above information as it pertains to all high school and community college classes in which training was performed during the course of this agreement.

Deliverables:

- End of Class Pilot Project Report
- Annual Report of Participation

Exhibit A Attachment A-1
Schedule of Products and Due Dates

Task Number	Deliverable	Due Date
1		
1.1	Kick Off Meeting with Updated Schedule of Deliverables	October 18, 2017
1.2	Invoices	As Needed - but no more than once per month
1.4	Quarterly Progress Reports	Quarterly (After Executed Agreement Date)
1.5.1	Final Report	March 5, 2019
1.6	Final Meeting - Written documentation of meeting agreements. Schedule for completing closeout activities	February 28, 2019
2	Draft Clean Fuels Transportation Pilot Career Opportunity Training Plan	October 2, 2017
2	Final Clean Fuels Transportation Pilot Career Opportunity Training Plan	October 20, 2017
3	Implementation of Approved Clean Fuels Transportation Pilot Career Opportunity Plan	Upon CAM Approval
4	End of Class Pilot Project Report.	Upon Completion of Course
4	Annual Report of Participation	Upon Completion of Course

Public/ Governmental Entity
EXHIBIT B
Budget Detail and Payment Provision

1. **CONDITIONS FOR PAYMENT**

A. No payment shall be made in advance of services rendered.

B. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. The Contractor can only bill for actual expenses incurred for hours **worked at the Contractor's and subcontractor's actual labor and non-labor rates**, not to exceed the rates specified in Exhibit B.

C. The Contractor is not allowed to charge profit, fees or mark-ups on any subcontracted budget item, including lower tier subcontracted amounts. Subcontractors are not allowed to profit from their subcontractors' costs.

D. Each invoice is subject to the Energy Commission Contract Agreement Manager's (CAM) approval.

E. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered, and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Contractor will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

F. Payment will be made in accordance with the Prompt Payment Act, Government Code Chapter 4.5, commencing with Section 927, which requires payment of properly submitted, undisputed invoices within 45 days of receipt or automatically pay late payment penalties when applicable.

G. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.

H. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

I. No payment will be made for costs identified in Contractor invoices that have or will be reimbursed by another source, including but not limited to a government entity contract or subcontract or other procurement methods.

2. **PAYMENT TERMS**
Check all that apply:

☒ In Arrears
- ☐ Itemized
  - ☒ Monthly
  - ☐ Quarterly
  - ☐ One-Time Payment

☐ Flat Rate

☐ Advance Payment to other California state agencies or federal government Not to Exceed $_____ or ____ % of the Agreement Amount

☐ Reimbursement/Revenue

☐ Other (Explain)

3. **INVOICING PROCEDURES**

A. Invoices shall be submitted in duplicate not more frequently than monthly. The following certification shall be included on each invoice and signed by an authorized official of the Contractor:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

B. The Energy Commission will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Energy Commission. The date of "invoice receipt" shall be the date the Energy Commission receives the paper copy.

Send invoices to:

California Energy Commission
Accounting Office, MS-2
1516 Ninth Street
Sacramento, California 95814

C. An invoice shall consist of, but not be limited to, the following:

1) Agreement number, date prepared, and billing period.

2) The Contractor's actual unloaded hourly labor rates by individual and number of hours worked during the reporting period. Identify actual, agreement, and billed amounts.

3) Non-Labor rates (fringe benefits, indirect overheads, general and administrative, profit, etc.). Identify actual, agreement, and billed amounts.

4) Other direct operating expenses, including equipment, travel, materials, and miscellaneous, etc.

5) Subcontractor expenditures.

6) An indication of whether a subcontractor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.

7) By task and category (as specified in Budget Detail): current billing, previously billed, budgeted amounts, and balance of funds.

8) If applicable, the match fund expenditures.

9) All invoices must be accompanied by the following documentation to support the expenditure:

a) Subcontractor invoices which shall include items 1-8 above for corresponding information, if any, identified in the budget detail (e.g., if the budget detail lists hourly labor rates, then the subcontractor's invoice would include hourly labor rates).

b) Receipts for travel expenses.

c) Receipts for materials, miscellaneous, and/or equipment.

d) A report that documents the progress of the work during the billing period; and

e) Any other deliverables due during the billing period.

4. **RETENTION**: No retention will be withheld under this Agreement.

5. **TRAVEL AND PER DIEM RATES**

The Contractor shall be reimbursed for travel and per diem expenses using the Energy Commission Contractor Travel Rates. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

A. Travel that is not included in Exhibit B, Pre-Approved Travel List shall require written authorization from the CAM prior to travel departure. The Energy Commission will reimburse travel expenses from the Contractor's office location. For purposes of payment, the Contractor's office location shall be considered the office location where the Contractor's employees or, if applicable, the employees of a subcontractor with responsibilities for this contract are permanently assigned.

B. Travel receipts and documentation of travel expenses, including travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission. The documentation must be listed by trip and include dates and times of departure and return.

6. **BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

7. **RATES & CLASSIFICATIONS: CHANGES IN CONTRACTOR PERSONNEL OR SUBCONTRACTOR PERSONNEL**

This section contains provisions allowing rate and classification changes without a formal amendment. Exhibit D contains the rules for adding or replacing personnel and subcontractors listed in the Agreement. When a Contractor makes personnel and

subcontractor changes in accordance with Exhibit D that do not require a formal amendment, the following rules explain the rates and classifications for which the Contractor can invoice. Changes outside of these rules require a formal amendment to the Agreement.

A. New Personnel

If Contractor or a subcontractor adds new personnel after the Agreement has been executed, the Contractor shall submit the new personnel's resume and proposed job classification/rate, consistent with classifications/rates within the respective budget, to CAM for review and approval. If the Agreement budget includes a job classification with the person identified as "To Be Determined", and a person is later identified, this person is considered to be new personnel. The new personnel shall not provide services until the CAM approves the new personnel request in writing and notifies the Commission Contracts Agreement Officer (CAO). Any work performed by these new personnel prior to CAM approval is at Contractor's expense; the Energy Commission will not reimburse Contractor for work performed by these new personnel that occurs prior to CAM approval.

B. Labor Rates & Classifications

The Agreement budget identifies individuals and/or job classifications and the maximum rates that the Contractor can invoice for them. The Contractor shall only invoice for the actual rates up to the maximum amount listed. Contractor can only increase rates or add new job classifications to the Agreement through a formal amendment to this Agreement.

1. Contractor Changes: Addition or Replacement of Personnel

a) Labor Rates

If the Contractor adds a new person to a job classification listed in the Contractor's budget or replaces a person listed in the Contractor's budget, the Contractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the Contractor's budget. The Contractor cannot use for its personnel a rate of a subcontractor.

b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the Contractor's budget. The Contractor cannot use for its personnel a job classification of a subcontractor. The new person must be invoiced within job classifications that already exist in the budget for the Contractor. If the Contractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

c) Promotions

Contractor personnel listed in the Contractor's budget can be moved to a higher-paying job classification listed in the Contractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

2. Subcontractor Changes: Addition or Replacement of Personnel

a) Labor Rates

If a subcontractor adds a new person to a job classification listed in the subcontractor's budget or replaces a person listed in the subcontractor's budget for that subcontractor, the subcontractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the subcontractor's budget. The subcontractor cannot use for its personnel a rate of another subcontractor or of the Contractor.

b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the subcontractor's budget. The subcontractor cannot use for its personnel a job classification of another subcontractor or of the Contractor. The new person must be invoiced within job classifications that already exist in the budget for the subcontractor. If the subcontractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

c) Promotions

Subcontractor personnel listed in the subcontractor's budget can be moved to a higher-paying job classification listed in the subcontractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

C. Changes in Assigned Personnel Hours

Contractor may move hours allocated for a specific person (employee or subcontractor) to another person listed in the Agreement, upon written notification to the CAM. However such changes cannot change the amount of the budget for the task or labor category. If a change in personnel will result in a change in the dollar amount of the task or in the labor category, then refer to the Budget Reallocation provision in this Exhibit B.

8. **BUDGET REALLOCATIONS**

A. The Energy Commission, through its CAM and CAO, and the Contractor can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

1) For agreements without work authorizations, the total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of $150,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to Contractor under this Agreement. It does not include any match funds provided by Contractor.

For example, if under an agreement the Energy Commission agrees to pay a contractor $100,000 and the contractor is supplying $500,000 in match funding, the ten percent (10%) limitation applies to the $100,000. Only up to $10,000 of Energy Commission funds can be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a contractor $1,750,000, ten percent would be $175,000, but the cap is $150,000, so the most that could be reallocated without a formal amendment is $150,000.

For agreements with work authorizations, budget reallocations up to ten percent (10%) with a cap of $150,000 of the entire agreement can be made. Budget reallocations up to ten percent (10%) of each work authorization can be made so long as the total amount of all work authorization budget reallocations does not exceed 10 percent of the agreement amount and is within the cap of $150,000. For example, assume an Agreement Amount is $175,000 and the agreement has two work authorizations, WA1 and WA2. WA1 has a budget of $100,000, and WA2 has a budget of $50,000. $10,000 (10% of $100,000) can be moved within WA1. $5,000 (10% of $50,000) can be moved within WA2. In addition to this, $2,500 (10% of $25,000, the Agreement Amount of $175,000 minus the combined work authorization budgets of $150,000) can be made to the portion of the Agreement Amount not associated with work authorizations. The total of these budget reallocations does not exceed ten percent of the total agreement amount or the $150,000 cap.

2) The budget reallocation cannot substantially change the Scope of Work. Examples of budget reallocations that do not substantially change the Scope of Work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.
- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

3) The budget reallocation only involves moving funds between tasks or categories. The total Agreement Amount and the total budget of any work authorizations must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.

4) The budget reallocation does not increase the percentage rate of Indirect Overhead, Direct Overhead, Fringe Benefits, General and Administrative Costs, Profit, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment. Another example is that if a contractor listed that its profit rate is 8% of the total agreement, to increase this rate would require a formal amendment.

B. To effectuate a budget reallocation under this section, the Contractor must make a request in writing to both the CAM and the CAO. Both the CAM and CAO will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the CAO. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the CAO and Contractor.

C. Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment. For purposes of this provision, a "formal amendment" means that all of the following must occur: approval by the Energy Commission at a Commission Business Meeting, a written amendment signed by both parties, and approval by the California Department of General Services.

D. Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

9. BUDGET DETAIL

Task(s)	Budget
Develop and implement a clean transportation fuels career pilot program for underserved community for high schools, where matriculation into community colleges is possible.	$900,000
Administrative fees are capped at 10% of the total funding from this agreement.	$100,000

Public/ Governmental Entity
EXHIBIT D
Special Terms and Conditions

1. **AGREEMENT MANAGEMENT**

A. The Contractor Project Manager may not be replaced without the Energy Commission Contract Agreement Manager's (CAM) prior written approval. Such approval shall not be unreasonably withheld. The Contractor Project Manager is responsible for the day-to-day project status, decisions and communications with the CAM.

B. The Energy Commission may change the CAM by notice given Contractor at any time signed by the Energy Commission Contracts Agreement Officer (CAO). The CAM is responsible for the day-to-day Agreement status, decisions and communications with the Contractor Project Manager. The CAM will review and approve all project deliverables, reports and invoices.

C. Energy Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the CAM. In this connection, Energy Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the CAM previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

E. If the Schedule of Deliverables and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement. Contractor shall work with the CAM to agree on the new deliverable due dates. The CAM shall issue the revised Schedule of Deliverables and Due Dates to the Contractor and the CAO. Although the dates can be revised, the deliverables cannot be changed through this process.

2. **SUBCONTRACTORS**

No Subcontractor(s) are named for this Agreement. If subcontractor(s) are added later to perform any portion of this Agreement, the following clauses apply and Contractor shall manage the performance of the subcontractor(s).

AND

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation

from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the CAM. Upon request by the CAM, Contractor shall provide copies of all contractual agreements with subcontractors.

C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the CAM; and 3) the confidentiality provisions in the Reports paragraph of this Agreement.

D. Contractors who are subcontracting with University of California may use the terms and conditions negotiated by the Energy Commission with University of California for their subcontracts. Contractors who are subcontracting with the Department of Energy's (DOE) Lawrence Livermore National Laboratory, Lawrence Berkeley National Laboratory, and the Sandia National Laboratories may use the terms and conditions negotiated with the Department of General Services. Contractors who are subcontracting with all other DOE laboratories may use the terms and conditions negotiated by the Energy Commission with DOE for their subcontracts.

E. Process for New Subcontractors
The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by Contractor. A replaced subcontractor and an added subcontractor are both defined as a "new" subcontractor. Such changes shall be subject to the following conditions:

1) The new subcontractor shall be selected using either: (a) A competitive bid process with written evaluation criteria by obtaining three or more bids and advertising the work to a suitable pool of subcontractors including without limitation: California Contracts Register; Contractor's mailing lists; mass media; professional papers or journals; posting on websites; and telephone or email solicitations; or (b) Non-competitive bid (sole source) process with a specific subcontractor.

2) When a new subcontractor is proposed the CAM shall complete and submit to the CAO a "Subcontractor Addition" form. The proposed subcontract can be executed only after the CAO approves the Subcontractor Addition form. This form identifies the new subcontractor and bidding method used (competitive or non-competitive), the tasks the new subcontractor will be performing and the following shall be attached: resumes and completed Energy Commission budget forms.

3) Labor Rates & Classifications: Personnel of new subcontractors must fit within a classification and be equal to or less than a rate already listed in the Agreement budget and the rate cannot exceed the subcontractor's actual rate. Adding classifications and/or higher rates for the new subcontractor

other than ones currently listed in the Agreement requires a formal amendment.

4) Non-Labor Rates: The non-labor rates (such as fringe, indirect overhead, general and administrative, profit) charged by the new subcontractor shall be equal to or less than the existing non-labor rates already listed in the Agreement budget and cannot exceed subcontractor's actual non-labor rates. Adding higher non-labor rates for the new subcontractor than ones currently listed in the Agreement requires a formal amendment.

5) Other Direct Operating Expenses: The new subcontractor may charge other direct operating expenses (such as material or equipment) as already identified in the Agreement budget. No new types of operating expenses are allowed to be charged by the new subcontractor. Adding new types of operating expenses for the new subcontractor requires a formal amendment.

3. CHANGES TO THE AGREEMENT

Significant changes to this Agreement must be approved at an Energy Commission business meeting through a formal amendment. Significant changes include, but are not limited to:

- Change of Contractor's legal name
- Change of Contractor
- Changes in order to disencumber funds
- Changes to Exhibit A that reasonably modify the purpose of the Agreement
- Changes to Exhibit A that extend the due dates beyond the term of the Agreement
- Changes to Exhibit B that increase the amount of the Agreement
- Changes to Exhibit B that increase rates or fees
- Reallocations to Exhibit B that substantially changes Exhibit A

4. STANDARD OF PERFORMANCE

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by CAM or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the CAM. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.

B. The CAM shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.

C. If the CAM directs the Contractor not to reperform a task, the CAM and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

5. **REPORTS, DELIVERABLES AND INFORMATION DISCLOSURE**

A. **Progress and Final Reports**: Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A or a work authorization, if applicable. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.

B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

California Energy Commission
Project Title
Contractor Number
By (Contractor)

C. **Ownership**: Each report shall become the property of the Energy Commission.

D. **Non-disclosure**: Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the CAM, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.

E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the CAM, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the CAM or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.

F. **Disclosure**: Ninety days after any document submitted by the contractor is deemed by the CAM to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

LEGAL NOTICE

This report was prepared as a result of work sponsored by the California Energy Commission (Energy Commission). It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Energy Commission nor has the Energy Commission passed upon the accuracy or adequacy of the information in this report.

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ALL RIGHTS RESERVED

6. **CONTRACT DATA, OWNERSHIP RIGHTS**

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.

C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission access to and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.

E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Energy Commission of the Final Report herein.

F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Energy Commission of any contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

7. PUBLIC HEARINGS

If public hearings on the scope of work are held during the period of the Agreement, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Agreement rates for the testimony which the Energy Commission requests.

8. DISPUTES

In the event of an Agreement dispute or grievance between Contractor and the Energy Commission, both parties may follow the procedure detailed below. Contractor shall continue with the responsibilities under this Agreement during any dispute.

A. First Level Dispute Resolution

The Contractor shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the CAO. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The CAO and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The CAO shall respond in writing to the Contractor, indicating a decision and explanation for the

decision. Should the Contractor disagree with the CAO decision, the Contractor may appeal to the second level.

B. Second Level Dispute Resolution

The Contractor must prepare a letter indicating why the CAO's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the CAO's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the CAO's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

9. **TERMINATION**

The parties agree that because the Energy Commission is a state entity, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, the Energy Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the Agreement maximum payable. "Cause" includes without limitation:

1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or

2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or

3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or

4) Significant change in Commission policy such that the work or product being funded would not be supported by the Energy Commission; or

5) Reorganization to a business entity unsatisfactory to the Energy Commission; or

6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

10. **WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

11. **CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

12. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

13. **NOTICE**

Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in Exhibit F of this Agreement for legal notices.

Delivery by fax or e-mail is not considered legal notice for the purpose of this clause. This paragraph is not intended to apply to normal, daily communication between the parties related to progress of the work. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

14. **STOP WORK**

The Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

A. Compliance. Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

B. Equitable Adjustment. An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.

C. Revoking a Stop Work Order. Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

15. **BUSINESS ACTIVITY REPORTING**

A. Contractor shall promptly notify the CAM of the occurrence of any of the following:

1) A change of address.
2) A change in the business name or ownership.
3) The existence of any litigation or other legal proceeding affecting this Agreement.
4) The occurrence of any casualty or other loss to Project personnel, equipment or third parties.
5) Contractor's receipt of notice of any claim or potential claim against Contractor for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

B. Contractor shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original

Contractor, the Energy Commission may terminate this Agreement as provided in the Termination clause.

16. **ACCESS TO SITES AND RECORDS**

The Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

17. **ASSURANCES**

The Energy Commission reserves the right to seek further written assurances from the Contractor and its team that the work of the project under the Agreement will be performed consistent with the terms of the Agreement.

18. **INTERPRETATION OF TERMS**

This Agreement shall be conducted in accordance with the terms and conditions of the solicitation, if applicable. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the solicitation or proposal, this Agreement shall be considered controlling.

19. **HARASSMENT TRAINING**

All employees of Contractor and any subcontractor who provide service under this Agreement and maintain work space at the Energy Commission shall take annual training on the prevention of discrimination and harassment. The Energy Commission shall provide the online training course at no charge to Contractor or subcontractors. However, Contractor and subcontractors shall not invoice for the time spent taking the course. Contractor shall ensure that all employees of Contractor and any subcontractor who provide service under this Agreement and represent the Energy Commission in public hearings and workshops, but do not maintain office space at the Energy Commission, receive training on prevention of discrimination and harassment.

Public/ Governmental Entity
EXHIBIT E
Additional Provisions

1. **CONFIDENTIALITY**

A. Information Considered Confidential

If applicable, all Contractor information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Contractor, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Contracts Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Contractor shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART**

The Contractor; by signing this Agreement, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Agreement a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to

produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Agreement, expressly conveys to the Energy Commission all ownership of the physical works of art and fine art produced under this Agreement. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Agreement.

Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Agreement. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

3. PURCHASE OF EQUIPMENT

A. Equipment identified in this Agreement is approved for purchase.

B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.

C. All equipment purchased with Energy Commission funds shall be made subject to the following terms and conditions:

1) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall be with the Energy Commission.

2) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.

4. EQUIPMENT DISPOSITION

Contractor shall use the equipment funded under this contract for the project for as long as needed, and Contractor shall not encumber the equipment. Upon termination or expiration of this Contract, Contractor may at its option either leave the equipment on site as it is, because continued use on site benefits the public as its use did during the Contract, or utilize, or allow others to utilize, the equipment at a different site in California in a manner that similarly benefits the public for the equipment's remaining useful life. Title to the equipment is automatically transferred to Contractor when the equipment reaches the end of its useful life or some nominal value (e.g. when it would cost the Energy Commission more to move and sell the equipment than the value it would likely receive for it). This transfer of title is allowed under State Administrative Manual section 3520.9 as "discarded"

equipment. Upon request, Contractor will provide information about the equipment (e.g. location, use, condition) until title is transferred in this manner.

EXHIBIT F
Agreement Contacts

Commission Agreement Manager: David Nichols, MS-27 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone 916-654-4604 Fax # 916-654-4676 e-mail: david.nichols@energy.ca.gov	**Contractor Project Manager:** Jannet Malig ATTE Deputy Sector Navigator- LA/Orange 11110 Alondra Blvd Norwalk, CA 90650 Phone: 562-2451 ext. 2912 Fax: 562-653-7876 e-mail: jmalig@cerritos.edu
Commission Agreement Officer: Brad Worster, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4299 Fax: 916-654-4423 e-mail: Brad.Worster@energy.ca.gov Deliver confidential deliverables to this location only.	**Contractor Contract Administrator:** Steve Richardson Executive Director, Foundation and Community Advancement 11110 Alondra Blvd Norwalk, CA 90650 Phone: 562-860-2451 ext. 2536 Fax: 562-467-5041 e-mail: srichardson@cerritos.edu
Invoices, Progress Reports and Non-Confidential Deliverables to: Lisa Baltodana Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4847 Fax: 916-653-1435 e-mail: lbaltoda@energy.ca.gov	**Accounting Officer:** Noorali Delawalla 11110 Alondra Blvd Norwalk, CA 90650 Phone: 562-860-2451 ext. 2266 Fax: 562-924-3800 e-mail: ndelawalla@cerritos.edu
Commission Legal Notices: Rachel L. Grant Kiley, Manager Contracts, Grants, and Loans Office California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: 916-654-4379 Fax: 916-654-4423 e-mail: rachel.grant-kiley@energy.ca.gov	**Contractor Contact for Notices** Purchasing Dept Attn: Mark Logan 11110 Alondra Blvd Norwalk, CA 90650 Phone: 562-860-2451 ext. 2245 Fax: 562-467-5020 e-mail: mlogan@cerritos.edu

EXHIBIT G

INFORMATION PRACTICES ACT

SPECIAL TERMS AND CONDITIONS

1. ***Priority of these Special Terms***

   In the event of a conflict between these Special Terms and other terms in this Agreement, these Special Terms shall govern.

2. ***Recipient and All Subcontractors shall comply with the Information Practices Act***

   The Information Practices Act ("IPA") is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). Cerritos Community College District ("Recipient"), shall comply and ensure that all of its subcontractors and project partners shall comply with the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

   A. Sources of information. Recipient, and Recipient's subcontractors and project partners, shall maintain a record of the source of an individual's Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.

   B. Use of information. Pursuant to IPA § 1798.14, the Recipient, and Recipient's subcontractors and project partners shall only use Personal Information for the purposes of this Agreement. Recipient, and Recipient's subcontractors and project partners shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.

   C. Security. Pursuant to IPA § 1798.21, Recipient, and Recipient's subcontractors and project partners, shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.

   D. Notice. On or with any form used to collect Personal Information from individuals, the Recipient, and Recipient's subcontractors and project partners, shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:

      (a) The name of the agency and the division within the agency that is requesting the information.

      (b) The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.

      (c) The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.

      (d) With respect to each item of information, whether submission of such information is mandatory or voluntary.

      (e) The consequences, if any, of not providing all or any part of the requested information.

      (f) The principal purpose or purposes within the agency for which the information is to be used.

(g) Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

(h) The individual's right of access to records containing personal information which are maintained by the agency.

3. ***Recipient has no Ownership or other Rights to the Personal Information***

The Recipient has, and the Recipient shall ensure that its subcontractors and project partners have, no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Recipient has ownership, license, or other rights.

4. ***Rights to Anonymized Information Derived from Personal Information***

To the extent that the Recipient uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived anonymized information follow the rights in Exhibit C. For example, if the Recipient uses Personal Information to derive anonymized figures that are included in a Product, and the Product contains no Personal Information, the rights to the Product flow from Exhibit C, Section 5, like they do for all other Products.

5. ***Retention and Destruction of Personal Information***

Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, the Recipient and all subcontractors and project partners shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Recipient's and all of its subcontractors' and project partners' possession. No Personal Information shall remain with Recipient, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.

6. ***Survival***

The terms of this Exhibit shall remain in full force and effect in perpetuity.

7. ***Flow-down***

The Recipient shall flow-down the terms in this Exhibit to its subcontractors and project partners.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: June 05, 2019

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Restricted General Fund, Other Special Revenue Fund, Other Special Revenue Fund - Vintage/Economic Development/Culinary Arts, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund ending balance.

REPORT SUMMARY

Pages 1 thru 6 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds, Other Special Revenue Fund, Other Special Revenue Fund-Vintage at Cerritos/Economic Development/Culinary Arts. These transfers are self-balancing and have no effect on their ending balances.

Page 7 reflects revenue adjustments to align the General Apportionment, Part-time Faculty Compensation, Full-time Faculty Hiring and BOG Fee Waivers with the April Revision of the 2018-19 P1 Apportionment report from the Chancellor's Office. These revenue adjustments decrease the Unrestricted General Fund ending balance.

Page 8 reflects revenue budget adjustments for Title IV Administrative Cost Allowance, CalWORKs, Classified Professional Development, Faculty Entrepreneurship Champion Mini-Grant, and SFCC Mentor Program. These revenue adjustments have no effect on the Restricted General Fund balance. Expenditures will be adjusted correspondingly.

Page 9 reflects a revenue budget adjustment for Supplemental Education Opportunity Grant. This revenue adjustment has no effect on the Student Financial Aid Fund balance. Expenditures will be adjusted correspondingly.

Page 10 reflects an expenditure budget adjustment, as per audit fees received, for PE & Athletics, This adjustment has no effect on Unrestricted General Fund ending balance.

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

ATTACHMENT(S)
Budget Adjustment Details (10 Pages).

BUDGET TRANSFERS FOR JUNE 05, 2019

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(21,867)
EMPLOYEE BENEFITS	$	(1,451)
SUPPLIES AND MATERIALS	$	(4,500)
OTHER CONTRACT EXPENSES AND SERVICES	$	(291,470)
CAPITAL OUTLAY	$	(26,589)
INTERFUND TRANSFERS	$	
CONTINGENCY	$	
TOTAL	$	**(345,877)**

TO		
ACADEMIC SALARIES	$	11,425
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	1,832
EMPLOYEE BENEFITS	$	2,360
SUPPLIES AND MATERIALS	$	45,859
OTHER CONTRACT EXPENSES AND SERVICES	$	240,780
CAPITAL OUTLAY	$	43,276
OTHER TRANSFERS OUT	$	345
TOTAL	$	**345,877**

Transfers: Reallocation based on current needs.

Number of Transfer Requests: Seven (7)

Divisions/Departments/Programs:

Business Education, Student Affairs, Business Services, Purchasing, Human Resource, Health Occupation, Information Technology

BUDGET TRANSFERS FOR JUNE 05, 2019

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	(35,000)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	(361)
SUPPLIES AND MATERIALS	$	(14,790)
OTHER CONTRACT EXPENSES AND SERVICES	$	(205,052)
CAPITAL OUTLAY	$	(142,500)
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(397,703)**

TO		
ACADEMIC SALARIES	$	141,044
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	17,094
EMPLOYEE BENEFITS	$	30,029
SUPPLIES AND MATERIALS	$	6,516
OTHER CONTRACT EXPENSES AND SERVICES	$	2,126
CAPITAL OUTLAY	$	5,000
OTHER TRANSFERS OUT	$	195,894
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**397,703**

Transfers: Reallocation based on current needs.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Nine (9)

Divisions/Departments/Programs:

Hunger Free Campus Support, Workforce Innovation and Opportunity Act (WIOA), Student Equity Plan,

Campus Safety & Sexual Assaults, Temporary Assistance for Needy Families (TANF), California College Promise,

BUDGET TRANSFERS FOR JUNE 5, 2019

39.0 FUND - OTHER SPECIAL REVENUE FUND

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(10,562)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(10,562)**

TO		
ACADEMIC SALARIES	$	8,862
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	1,700
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**10,562**

Transfers: Reallocation based on current needs. Reallocate budget to Part-time Summer Hourly salary and benefit for Teacher TRAC Contract.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Teacher TRAC Contract.

BUDGET TRANSFERS FOR JUNE 5, 2019

39.1 FUND - OTHER SPECIAL REVENUE FUND - VINTAGE AT CERRITOS COLLEGE

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(851)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(12,321)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(13,172)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	500
EMPLOYEE BENEFITS	$	882
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	7,231
CAPITAL OUTLAY	$	2,159
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	2,400
TOTAL	$	**13,172**

Transfers: Reallocation based on current needs. Reallocate budget to consulting services, advertising, non-instruction equipment, instructional adulty hourly salary and benefit, and payments to/for students for Cerritos Complete Senior Steps and Coordination, and President's Scholars Program.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Two (2)

Divisions/Departments/Programs:

Vintage at Cerritos: Cerritos Complete Senior Steps and Coordination; President's Scholars Program.

BUDGET TRANSFERS FOR APRIL 11, 2018

39.4 FUND - OTHER SPECIAL REVENUE FUND - CULINARY ARTS

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(5,000)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(5,000)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	5,000
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**5,000**

Transfers: Budget reallocated to cover laundry, repairs and maintenance for Culinary Arts.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Culinary Arts

BUDGET TRANSFERS FOR JUNE 05, 2019

39.7 FUND - OTHER SPECIAL REVENUE FUND - ECONOMIC DEVELOPMENT

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(2,894)
EMPLOYEE BENEFITS	$	(785)
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(2,000)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(5,679)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	5,679
TOTAL	$	**5,679**

Transfers: Budget reallocated to cover the student aid payments for Community, Industry, Technology, Education Contract Education

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Culinary Arts

BUDGET ADJUSTMENTS FOR JUNE 05, 2019

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-XXXXX-00000-8XXX-0000000	$	754,951
State/Local- General Apportionment To increase revenue for the PT Faculty Compensation, FT Faculty Hiring, BOG Fee Waiver, Return to Title IV, and decrease PT Faculty Compensation for Office Hours Worker per the April revision of the 2018-19 P1 Apportionment and 2017-18 Recalculation Apportionment from the Chancellor's Office		
00000.0-XXXXX-00000-8XXX-0000000		(2,856,864)
State/Local- General Apportionment To decrease revenue for the General Apportionment, Education Protection Account, Education Revenue Augmentation Fund; and increase the Tax Allocation and Enrollment per the April revision of the 2018-19 P1 Apportionment and 2017-18 Recalculation Apportionment from the Chancellor's Office		
Total Revenue Budget	$	**(2,101,913)**

Fiscal Impact: Decrease to ending balance

Number of Adjustment Requests: Two (2)

BUDGET ADJUSTMENTS FOR JUNE 05, 2019

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-XXXXX-71120-8150-0000000 Federal- Title IV Administrative Cost Allowance To decrease budget for Title IV Administrative Cost Allowances Office for the over-estimated of Pell recipients. Expenditure budget adjusted to align with allocation.		(2,285)
00000.0-XXXXX-72600-8625-0000000 State- CalWORKS To increase budget for CalWork t per the 2018-19 Chancellor's Office Second Period Apportionment. Expenditure budget increased to align with allocation.		21,636
00000.0-XXXXX-74530-8627-0000000 State- Classified Professional Development To set up budget for Classified Professional Development per the 2018-19 Chancellor's Office First Period Apportionment. Expenditure budget increased to align with allocation.	$	63,614
00000.0-XXXXX-76300-8652-0000000 State- Faculty Entrepreneurship Champion Mini-Grant To set up budget for Faculty Entrepreneurship Champion Mini-Grant per the 2018-19 Grant Contract#18-151-010. Expenditure budget increased to align with allocation.		7,500
00000.0-XXXXX-70720-8620-0000000 State- SFCC Mentor Program To set up budget for the Director Mentor Symposium for SFCC Mentor Grant Program. Expenditure budget increased to align with allocation.		2,000
Total Revenue Budget	$	**92,465**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Five (5)

BUDGET ADJUSTMENTS FOR JUNE 05, 2019

74.0 FUND - STUDENT FINANCIAL AID FUND

Revenue Budget

00000.0-00000-78200-8150-0000000	$	162,134
Federal - Supplemental Education Opportunity Grant To adjust budget for additional funding allocation for Supplemental Education Opportunity. Budget allocated for student aid; indirect cost.		
Total Revenue Budget	$	**162,134**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR JUNE 05, 2019

01.0 FUND - GENERAL FUND - UNRESTRICTED

Expenditure Budget

00000.0-00000-02560-4320-0801000	$	2,700
PE & Athletics		
One time budget adjustment to cover supplies for Kinesiology Department.		
Income was received due to audit fees		
Total Expenditure Budget	$	**2,700**

Fiscal Impact: No effect on ending balance, income was received from the student fee payments

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Authorize the Los Angeles County Superintendent of Schools to make Budget Appropriation Transfers as needed at the close of the school year 2018-19 per Education Code 85201

ACTION
It is recommended that the Board of Trustees authorize the Los Angeles County Office of Education to make appropriation transfers as needed for the end of the Fiscal Year, June 30, 2019 per Education Code 85201.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
In order to make appropriation transfers as needed at the end of each fiscal year, the Board of Trustees must annually authorize the Los Angeles County Office of Education to do so as necessary.

Even though the Board has approved budget transfers throughout the year, when the year-end approaches and the books are being closed, adjustments may need to be made within the various accounts. These adjustments can be made by the Los Angeles County Office of Education if the District so authorizes. The adjustments are minor due to overages and shortages in the various accounts by major object code classifications.

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

ATTACHMENT(S)
Authorization to Make Appropriation Transfers

YEAR-END APPROPRIATION TRANSFERS

Community College Districts

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section – EC 2ND Floor

Attn: Benjie Tamondong

FROM: Cerritos Community College District

_____ No Appropriation Transfer is Requested

_____ Appropriation Transfers are Authorized

Our Board of Trustees hereby authorizes the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2018-19 school year to permit the payment of obligations of the district incurred during such school year.

Signature _____ Date: June 5, 2019
Clerk of the Board of Trustees

Submitted by: _____ Date: _____, 2019

E-mail Address: _____
(Required)

Attachment to:
LACOE Info Bul. No. 5005
SFS-A64-2018-19

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

David C. Moore
Director of Physical Plant and
Construction Services

SUBJECT: Consideration of Approval of Cerritos College 2021-2025 Five-Year Construction Plan (5YCP)

ACTION

It is recommended that the Board of Trustees approve Cerritos College's 2021-2025 Five-Year Construction Plan (5YCP).

FISCAL IMPACT

There is no financial impact to the unrestricted general fund. Funding is provided by the State Capital Outlay and local bond funds.

REPORT SUMMARY

The Five-Year Construction Plan (5YCP) is mandated by Education Code and is an annual report and summary of all the major capital outlay projects of a college regardless of what source of revenue will fund the project (e.g., general obligation bond, general fund, capital outlay fund, etc.). The 5YCP communicates to the State the District's plans and needs for current and future capital projects within the plan period by defining the essential capital improvements the college will need if it is to achieve the outcomes specified in its 2019 Facilities Master Plan.

The Chancellor's Office utilizes the information it receives from each community college in the system to make informed decisions regarding project priorities for State funding. In other words, the projects identified by Cerritos College and all other colleges throughout the state system are used by State-level agencies and personnel to determine circumstances such as how much overall classroom space is available throughout the state, how enrollment trends will impact available and future classroom space, and the financial need and amount of overall funding that will be necessary from State construction bonds should any be pursued. The Chancellor's Office combines and analyzes the data from the 5YCPs of all 72 community college districts in a manner consistent with Sections 81820 through 81823 of the California Education Code and publishes the statewide Community Colleges Capital Outlay Plan. This statewide plan is used by the State Legislature and several state agencies, including the Department of Finance, Legislative Analyst's Office and California Postsecondary Education Commission, to help identify and develop short-term and long-range capital outlay needs for higher education in California.

The attached Executive Summary of the 2021-2025 5YCP lists construction projects, anticipated occupancy schedules, assignable square feet (ASF) capacity, total project budget allocation, and source(s) of funding. Regardless of funding source, all anticipated and "in-progress" projects (e.g., Health & Wellness Complex) are included on this list. All pending Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) are included on this list. An IPP is developed by a college, then submitted to the State for determination of whether it is a project that will be eligible to receive State funding. Once approved by the State as an IPP, the next step is for the college to advance the project as an FPP at an appropriate time based on the needs of the college. Once an FPP is approved by the State only very nominal changes, if any, are allowed to the project's identified scope of work and State reimbursement level.

In closing, the 5YCP serves the following purposes: 1) it provides the state with insight as to the District's use of facilities in relationship to student demand; and, 2) it enables the state to determine whether or not the District qualifies to receive state funding support for capital construction projects. During 2018-19, District staff and its consultants have worked diligently to effectively and positively manage the many variables that are utilized by the state in determining the level of state funding support that may be available. This 5YCP is designed to attract the greatest amount of state funds for our major capital outlay needs.

The District is submitting an updated Initial Project Proposal (IPP) for the following:

- Instructional Building (Business)

The District is submitting new Initial Project Proposals (IPP) for the following:

- Career Technical Education (CTE) Building

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

ATTACHMENT(S)
Executive Summary

CERRITOS COMMUNITY COLLEGE DISTRICT
2021-2025 FIVE/EAR (CAPITAL) CONSTRUCTION PLAN
EXECUTIVE SUMMARY

	Project	Classification	Projected Occupancy	Project Scope in ASF	Total Budget Allocation	Projected Funding Sources: State Supported	District Allocation Requirements	Other Supported
	Cerritos Community College District							
1	Health & Wellness Complex	Growth/Academic	2019/2020	53,950	$67,800,000	$0	$67,800,000	$0
2	Health Sciences Bldg FPP	Modernization/Academic	2022/2023	30,176	$20,412,000	$10,381,000	$10,031,000	$0
3	Performing Arts Center	Growth Replacement	2021/2022	43,606	$102,500,000	$0	$102,500,000	$0
4	Administration/Student Services	Growth Replacement	2023/2024	65,996	$88,100,000	$0	$88,100,000	$0
5	Campus Police	Growth Replacement	2023/2024	6,000	$8,200,000	$0	$8,200,000	$0
6	Stadium/Fieldhouse Reconstruction	Growth Replacement	2023/2024	11,300	$68,800,000	$0	$68,800,000	$0
7	Career Technical Education(CTE) Building IPP	Growth Replacement	2025/2026	54,578	$45,617,000	$22,860,000	$22,757,000	$0
6	Instructional Building (Business) IPP	Growth/Academic	2025/2026	52,326	$27,111,000	$13,595,000	$13,516,000	$0
	GRAND TOTAL				**$428,540,000**	**$46,836,000**	**$381,704,000**	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: **Consideration of Approval Resolution No. 19-0605A District Appropriations Limit for 2019-20 per Article XII-B of the California Constitution (Gann Limit) Which Requires the Board of Trustees to Adopt the Appropriation Limit on "Proceeds of Taxes" Revenues for Public Agencies**

ACTION

It is recommended that the Board of Trustees approve Resolution No.19-0605A District Appropriations Limit for 2019-20 per Article XII-B of the California Constitution (Gann Limit).

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Board of Trustees is required to adopt the Appropriations Limit for the 2019-20 Fiscal Year per Article XIII-B of the California Constitution (Gann Limit).

Paul Gann, a conservative political activist, sponsored Proposition 4—better known as the Gann Limit—which was approved on November 6, 1979 by 74 percent of California voters just 18 months after the enactment of Proposition 13 which granted significant property tax relief to homeowners. The Gann Limit was approved by voters during the height of the nationwide tax revolt, and was authored by fiscal conservatives who were concerned that state spending increases would prompt California lawmakers to increase other taxes to compensate for the reduction in property tax revenues caused by Proposition 13. As such, the Gann Limit was proposed and approved as a mechanism to limit state spending.

Under the Gann Limit, a maximum ceiling was established for tax-funded government services including local education agencies such as community colleges. This ceiling was to be adjusted each year depending on changes in state population, inflation and the transfer of financial responsibility for various government activities from one level of government to another. Any significant amount of state tax revenue received above the Gann Limit was to lead to future tax rebates or tax cuts. Since inception of the Gann Limit in 1979, each school district and community college has been required by statute to perform a calculation to determine the Gann Limit or, in other words, to determine the maximum ceiling of revenue that the State would provide to the institution. This calculation utilizes a mathematical coefficient related to year-to-year changes in

student FTES totals and a second mathematical coefficient related to inflation. The worksheet showing the calculation for 2019-20 is attached. The initial dollar value of the Gann Limit calculation was established in 1979. Each successive year's Gann Limit calculation established a new baseline figure for the then current year.

Article XIII-B, of the Constitution of the State of California, as approved by the voters in November 1979, requires the establishment of Appropriations Limit on "Proceeds of Taxes" revenues for public agencies, including community college districts, beginning with each fiscal year. Districts are required to determine and adopt such Appropriations Limit for the 2019-20 Fiscal Year as a legislative act by July 1, 2019. The Appropriations Limit Resolution must be approved by the Board of Trustees in accordance with Government Code Section 7910.

For 2019-20:
The calculated Appropriations Limit (Gann [spending] Limit) is $159,377,135
The calculated Appropriations subject to the Gann Limit is $100,694,449

The result of these calculations means that $100,694,449 of the state appropriations for Cerritos College will be counted toward the Gann Limit of $159,377,135. This will have no effect on the amount of state appropriation that the college receives. For all intents and purposes, the Gann Limit calculation has ceased to be a meaningful constraint on the size of state government in California due in large part to the passage of Proposition 98 (which provides the formula by which community colleges receive funding) in 1988, and Proposition 111 in 1990, which exempted gasoline taxes from the Gann Limit and also raised the spending limit by tying it to per-capita personal income growth instead of inflation. This legislation set a considerably higher Gann Limit as can be seen by the wide spread between the two calculations.

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

ATTACHMENT(S)
Resolution No. 19-0605A
Worksheet with the calculations for 2019-20

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
Fiscal Year 2019-20

DISTRICT: **Cerritos College**
DATE: May 21, 2019

I.	**2019-20** Appropriations Limit:			
	A. **2018-19** Appropriations Limit			$ 156,744,555
	B. **2019-20** Price Factor:	**1.0385**		
	C. Population factor:			
	1 **2017-18** Second Period Actual FTES	16,555.0900		
	2 **2018-19** Second Period Actual FTES	16,209.3900		
	3 **2019-20** Population change factor (line C.2. divided by line C.1.)	0.9791		
	D. **2018-19** Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)			$ 159,377,135
	E. Adjustments to increase limit:			
	1 Transfers in of financial responsibility			
	2 Temporary voter approved increases			
	3 Total adjustments - increase			-
	F. Adjustments to decrease limit:			
	1 Transfers out of financial responsibility			
	2 Temporary voter approved increases			
	3 Total adjustments - decrease			-
	G. **2019-20** Appropriations Limit			$ 159,377,135
II.	**2019-20** Appropriations Subject to Limit:			
	A. State Aid [1]			$ 78,029,496
	B. State Subventions[2]			30,779
	C. Local Property taxes			24,193,610
	D. Estimated excess Debt Service taxes			
	E. Estimated Parcel taxes, Square Foot taxes, etc.			
	F. Interest on proceeds of taxes			
	G. Less: Costs for Unreimbursed Mandates[3]			1,559,436
	H. **2019-20** Appropriations Subject to Limit			$ 100,694,449

[1] General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue
[2] Home Owners Property Tax Relief, Timber Yield Tax, etc...
[3] Local Appropriations for Unreimbursed State, Court, and Federal Mandates

California Community Colleges

MEMORANDUM

May 10, 2019 FS19-03 | Via Email

TO: Chief Business Officers

FROM: Wrenna Finche, Director of Standards and Accountability
College Finance and Facilities Planning Division

RE: Fiscal Year 2019-20 Annual Appropriations (Gann) Limit

Pursuant to Article XIII-B of the State Constitution and Government Code (GC) section 7900 et seq., community college districts are required to compute an annual appropriations limit, commonly referred to as the Gann Limit. The appropriations limit is adjusted annually for changes in price index, population, and other applicable factors.

Report Requirement – Gann Limit Worksheet

GC section 7908(c) requires each community college district to report annually to the Chancellor of the California Community Colleges its appropriations limit, appropriations subject to limit, the amount of state aid apportionments and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit. A form for computing these four items is enclosed for your convenience. This information is to be reported on the Annual Financial and Budget Report, CCFS-311 Gann Appropriations Limit form.

Price Factor

GC section 7909 requires that the Department of Finance notify the California Community Colleges Chancellor's Office by May 1 each year of the price factor to be used in establishing the appropriations limit. The price factor to be used is defined as the change in fourth quarter California per capita personal income. The price factor applicable to the 2018-19 appropriations limit is 3.85%:
http://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2019.pdf

Notification if Appropriations Limit is Exceeded

GC section 7910 requires community college districts to annually secure the approval of their local governing boards of the proposed appropriations limit. If a district anticipates exceeding its appropriations limit, the district can increase its appropriations limit by notifying the Department of Finance within 45 days of local board approval. This notification allows the Department of Finance to transfer surplus state appropriations limit authority from the state to the district per GC section

7902.1(c). Please provide the Chancellor's Office a copy of any notification to the Department of Finance.

Action Requested/Date Due:

Please complete the separately attached Gann Limit Worksheet as part of the process for developing the tentative budget for 2019-20. The appropriations limit must be approved by the district's governing board in accordance with Government Code section 7910. After board approval, keep the worksheet for your files for later reference in reporting the necessary Gann Limit information on the 2018-19 CCFS-311, which is due on or before October 10, 2019.

Contact: If you have questions about this memorandum, or if the projected appropriations exceed the 2019-2020 Gann Limit, please contact Michael Yarber at (916) 327-6818 or myarber@cccco.edu.

Attachment: 2019-20 Gann Limit Worksheet

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 19-0605A
RESOLUTION OF THE BOARD OF TRUSTEES OF CERRITOS COLLEGE DISTRICT APPROPRIATIONS LIMIT FOR 2019-20

WHEREAS, ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA as approved by the voters in November, 1979 requires the establishment of Appropriations Limit on "Proceeds of Taxes" revenues for public agencies, including community college districts, beginning with the Fiscal Year, and

WHEREAS, each district is required to determine and adopt each Appropriations Limit for 2019-20 Fiscal Year, as a legislative act, and

WHEREAS, this community college district's Appropriations Limit has been calculated in accordance with Article XIIIB of the State Constitution and Division 9 of Title I of the Government Code.

NOW THEREFORE, BE IT RESOLVED that as a legislative act of this governing board, that the purposes of Article XIIIB, is to hereby establish this district's "Appropriations Limit" of $159,377,135 for the 2019-20 Fiscal Year.

PASSED AND ADOPTED by the Board of Trustees of Cerritos College at a regular meeting held on June 5, 2019, by the following vote:

AYES: Signed: _____
President, Board of Trustees

NOES:

ABSENT: Attest: _____
Secretary, Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Resolution No. 19-0605B to Authorize Temporary Interfund Cash Borrowing for the District for Fiscal Year 2019-20

ACTION
It is recommended that the Board of Trustees approve the attached Resolution No.19-0605B to authorize temporary borrowing of cash between District funds to meet any cash flow shortages that may occur during Fiscal Year 2019-20.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
It is recommended by the Los Angeles County Office of Education, based on the California Community College Budget and Accounting Manual, that districts shall adopt a resolution authorizing temporary borrowing of cash, if needed, between District funds.

The District may temporarily find that it does not have enough cash to meet its fiscal obligations in the general or other operating funds due to the shortage of funds created by deferrals or reductions of revenue by the State, or the lack of an authorizing State Adopted Budget which delays the release of other state funds.

In order to be able to temporarily borrow cash from any fund of the district, on an as-needed basis, the Los Angeles County Office of Education requires that a resolution be on file showing Board Authorization for the year 2019-20.

The District will abide by the guidelines to temporarily borrow between district funds as stated in the attached resolution No. 19-0605_.

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

ATTACHMENT(S)
Cash Borrowing Resolution No. 19-0605_

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**

Agenda Item No.

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Cash Borrowing Resolution No. 19-0605_ for Temporary Transfers from the Los Angeles County Treasurer

ACTION

It is recommended that the Board of Trustees approve the attached Resolution to request temporary borrowing from the Los Angeles County Treasurer to meet cash flow shortages from July 1, 2019, through April 25, 2020.

FISCAL IMPACT

Maximum amount of temporary transfers from the Los Angeles County Treasurer is set at $20,000,000.

REPORT SUMMARY

Article XVI, Section 6, of the California Constitution allows for borrowing from the Los Angeles County Treasurer when sufficient cash is needed to pay obligations for current requirements lawfully incurred in the fiscal year. Temporary borrowing of cash from the Treasurer to meet cash flow shortages is available through the last Monday of April per Article XVI, Section 6, of the California Constitution. Proceeds of Tax and Revenue Anticipation Notes (TRANS) must be utilized before borrowing from the Treasurer is permitted.

The District may temporarily find that it does not have enough cash to meet its fiscal obligations in the general or other operating funds due to the shortage of funds created by deferrals or reductions of revenue by the State or the lack of an authorizing State Adopted budget which delays the release of other state funds.

In order to be able to request temporary transfers from the Los Angeles County Treasurer, on an as-needed basis, the Los Angeles County Office of Education requires that a resolution be on file showing Board Authorization for the year 2019-20. Proceeds of TRANS must be utilized before borrowing from the Treasurer is permitted.

The District will abide by the guidelines to request temporary transfers from the Los Angeles County Treasurer as stated in the attached resolution.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Cash Borrowing Resolution No.19-0605__

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of 2019 Summer Session Faculty Personnel

ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2019 Summer Session, as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, 2019 Summer Session.

FACULTY: TEMPORARY PART-TIME
SUMMER SEMESTER 2019

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Amanat-Lee, Jieeun	NH	ESL	1AM	68.50
Mobley, Tana	NH	ESL; College English Skills	1AM	68.50

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Chugh, Ritu	NH	Business Administration	1AM	68.50
Fukunaga, Kary	NH	Psychology	1AD	81.84
Keenan, Diane	RE	Economics	6BM	85.17
Mayock, Matthew	RE	Philosophy	2AD	85.17
Yilan, Luo (Heidi)	RE	Economics	3AM	75.17

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Acuna, Robert	RE	Art & Design	4AM	78.50
Chen, Johanna	RE	Music	6BM	85.17
Crone, Cameron	RE	Photography	6AM	85.17
Da Silva, Paul	RE	Music	6BM	85.17
Flanders, Mark	RE	Photography	6BM	85.17
Hartl, Forrest	RE	Theatre	6BM	85.17
Kuo, Alison	RE	Art & Design	4AM	78.50
Martinez, Efrain	RE	Art & Design	4AM	78.50
Pacier, Phillip	RE	Music	2AM	71.83
Palmer, Stacy	NH	Film	1AM	68.50
Parrish, David	NH	Film	1AM	68.50
Phillips, Lyndsay	RE	Art & Design	3AM	75.17
Piotrowski, Casey	RE	Radio/TV	6BB	81.84
Schweitzer, Keren	RE	Music	4BD	91.84
Schwenkmeyer, Karen	RE	Photography	6BM	85.17
Simmons, Jim	RE	Music	6BM	85.17
Stoltz, Mike	RE	Film	2AM	71.83
Tsai, Shi-Ting Tammy	RE	Music	6BM	85.17
Turowski, Kamil	RE	Film	2AM	71.83
Wahlquist, Lana	RE	Theatre	6AM	85.17
Yune, Joseph	RE	Music	1BD	81.84

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aiton, Amanda	RE	Culinary Arts	6BM	85.17

V. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Acosta-Licea, Jennifer	RE	Speech	6BM	85.17
Aguirre, Selene	RE	Speech	1AM	68.50
Ali, Jawad	RE	English	1AM	68.50
Amano-Tompkins, Tommy	RE	English	5AM	81.84
Ayala, Eduardo	RE	Speech	1AM	68.50
Berry, Pat	RE	ESL	6BM	85.17
Blake, Lesley	RE	English	6AM	85.17
Brashear, Nelly	RE	English	3AM	75.17
Brown, Charles	RE	English	1AM	68.50
Carney, Danielle	RE	English	6BM	85.17
Carrell, Kenneth	RE	Speech	5AM	81.84
Castellanos, Ralph	RE	Speech	3AM	75.17
Chatman, Lynne	RE	English	6BM	85.17
Cifunetes, Otto	RE	Spanish	6BM	85.17
Cox, Wyatt	RE	ESL	1AM	68.50
Cristin, Sara	RE	English	3AM	75.17
Crozier, Judith	RE	English	6AM	85.17
Crum, Anjanette	RE	English	6BM	85.17
DeFrance, Robert	RE	English	5AM	81.84
Deon, Letitia	RE	English	5AM	81.84
Dongell, Robert	RE	English	6BM	85.17
Garcia, John	RE	English	6AM	85.17
Granillo, Christine	RE	English	3AM	75.17
Hall, Avery	RE	Reading	6BD	98.51
Hammond, Robert	RE	English	3AM	75.17
Hanniff, Broke	RE	Speech	6BM	85.17
Hernandez, Irma	RE	Spanish	6BM	85.17
Hernandez, Wesley	RE	Speech	2AM	71.83
Hicks, Sarah	RE	English	5BM	81.84
Hitch, Ryan	RE	English	3AM	75.17
Kane, John	RE	Reading	6BM	85.17
Krulic, James	RE	English	6BM	85.17
Labreau, Katie	RE	Speech	6AM	85.17
Ludvigsen, Lindsay	RE	English	6AM	85.17
Maravilla, Rudith	RE	English	4AM	78.50
McLaughlin, Patrick	RE	Reading	6BM	85.17

Montenegro, Desiree	RE	Speech	2AM	71.83
Morrison, Anna	RE	English	6AM	85.17
Navarro, Adam	RE	Speech	3AM	75.17
Nave, Marquis	RE	English	6BM	85.17
Orr, Alyesse	RE	English	4AM	78.50
Reneteria, Robert	RE	Reading	6BM	85.17
Reyes, Amanda	RE	English	4AM	78.50
Russell, Christy	RE	English	6BM	85.17
Salgado, Martin	RE	English	3BM	75.17
Smith, Harold	RE	Reading	6BM	85.17
Stanfield, Scott	RE	English	6BD	98.51
Torres-Guimares, Nancy	RE	English	5AM	81.84
Vanciu, Alina	RE	English	6BM	85.17
Vejar, Irma	RE	Spanish	6BM	85.17
Walker, Christine	RE	English	2AM	71.83
Walsh, Wendy	RE	English	6BM	85.17
Watnik, Webster	RE	English	6BM	85.17
Zamora, Victor	RE	English	3AM	75.17

VI. PHYSICAL EDUCATION

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Gnodle, Davy	NH	Physical Education	1AM	68.50
Berney, Daniel	RE	Dance	6BM	85.17
Cabag, Valerie	RE	Dance	6BM	85.17
Cable, Brian	RE	Kinesiology/Health/PE	6BM	85.17
Castro, Maria	RE	Kinesiology/Health/PE	6AM	85.17
Celis, Joseph	RE	Kinesiology/Health/PE	1BM	68.50
Christou, Dayna	RE	Physical Education	6BM	85.17
Coliflores, Victor	RE	Kinesiology/Health/PE	6BM	85.17
Fritzler, Amythyst	RE	Physical Education	5AM	81.84
Gusman, Elizabeth	RE	Kinesiology/Health/PE	1AM	68.50
Haley Peaslee, Denise	RE	Kinesiology/Health/PE	6BM	85.17
Hammond, Jamie	RE	Physical Education	6BM	85.17
Kingsbury, Michael	RE	Kinesiology/Health/PE	1AM	68.50
Lim, Jae	RE	Kinesiology/Health/PE	2AM	71.83
Luna, Mercedes	RE	Kinesiology/Health/PE	6AD	81.84
Ramos, Bryan	RE	Kinesiology/Health/PE	5AM	81.84
Roberts, Katelyn	RE	Kinesiology/Health/PE	4AM	78.50
Velasquez-Ortega, Teresa	RE	Kinesiology/Health/PE	6BM	85.17
Wagner, Alycia	RE	Kinesiology/Health/PE	3AM	75.17

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Davis, Richard	RE	Computer Information Systems	6BM	85.17
Do, Mina	RE	Mathematics	2AM	71.83
Lai, Karen	RE	Mathematics	4AM	78.50
Montegary, Matthew	RE	Mathematics	3AM	75.17
Rajeckas, Algis	RE	Chemistry	1AD	81.84
Shimazu, Cheryl	RE	Chemistry	6BM	85.17
Tamminga, Scott	RE	Anatomy & Physiology	6BM	85.17

IX. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Alvarado, Joanna	RE	Counseling Instructor	1AM	68.50
Alvarado, Joanna	RE	CalWORKs; International; Coun.	4CM	58.47
Anang, Yuhaniz	RE	Counseling Instructor	1BM	68.50
Anang, Yuhaniz	RE	Counseling	6DM	62.64
Beckham, Meri	RE	Counseling	6DD	64.83
Boudreau, Debbie	RE	Counseling Instructor	6BM	85.17
Boudreau, Debbie	RE	Counseling	6DM	62.64
Chew, Harvey	RE	Counseling	2CM	54.59
Cutkomp, Jeff	RE	Counseling	3CM	56.49
De La Cruz, Gabriela	RE	Counseling Instructor	1AM	68.50
De La Cruz, Gabriela	RE	Counseling	1CM	52.74
Embry, Bernice	RE	Counseling	3CD	58.47
Franco, Ramon	RE	Counseling Instructor	1AM	68.50
Franco, Ramon	RE	Counseling	3CM	56.49
Fujii, Allison	RE	Career Counseling	5DM	60.52
Gaines, Ken	RE	Counseling	6DM	62.64
Gambala, Mark	RE	Counseling	4CM	58.47
Gamez, Blanca	RE	CalWORKs Counseling	1CM	52.74
Gaucin, Jovany	RE	Counseling	1CM	52.74
Loera, Claudia	RE	Counseling	6DM	62.64
Macias, Dora	RE	International Stu. Counseling	6DM	62.64
Majano, Natasha	RE	Counseling Instructor	1AM	68.50
Majano, Natasha	RE	Counseling	3CM	56.49
Maravilla, Carmen	RE	EOPS Counseling	3CM	56.49
Meza, Beatriz	RE	EOPS Counseling	1CM	52.74
Pizer, Janis	RE	CalWORKs Counseling	6DM	62.64
Young, David	RE	Career Counseling	6DD	64.83
Zier, Jennifer	RE	Counseling Instructor	1AM	68.50
Zier, Jennifer	RE	Counseling	1CM	52.74

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 & 2019-2020 Academic Year

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

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Classification	Salary Placement	Name	Effective Date	Status
Budget Technician	Classified Salary Schedule Grade 34, Step 1 ($4,203.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Part-Time Cosmetology Assistant (Cosmetology)	Classified Salary Schedule Grade 11, Step 1 (47.5%) ($14.39/hr)	Nancy Vasquez	June 11, 2019	New
Instructional Laboratory Technician III (Cosmetology)	Classified Salary Schedule Grade 36, Step 1 ($4,397.00/month)	Sherry Meyer	June 6, 2019	New
Library Technical Specialist (Library)	Classified Salary Schedule Grade 29, Step 1 ($3,745.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Career Technical Education Coordinator (Technology)	Grade 45L, Step 3 ($7,952.54/month, includes 5% Out-of-Class)	Kathy Hogue	Effective July 1, 2019 not to exceed June 30, 2020	[1]Out-of-Class extended assignment
Senior Applications Analyst (Information Technology)	Classified Salary Schedule Grade 52, Step 1 ($6,400.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision

[1]Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for “out-of-class” pay and their salary be adjusted upward for the entire period required to work out-of-classification.

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: June 5, 2019

II. Professional Experts and Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2019, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Barcelos, Alejandra**	Community Education	Instructional Scheduling Coordinator	$12.98/hr	05/14/19
Barraza, Amelia	DSPS	Interpreter V	$41.02/hr	05/14/19
Benoun, Diego**	Community Education	Facilities Scheduling Coordinator	$12.98/hr	05/14/19
Brown, Nancy*	Adult Education	Community Education Specialist	$30.27/hr	05/14/19
Bustamente, Mauricio**	Community Education	Facilities Scheduling Coordinator	$12.98/hr	05/14/19
Bustamente, Sebastian**	Community Education	Community Education Specialist	$30.27/hr	05/14/19
Castillo, Maria Caroline	Success Center	Instructional Aide II	$13.30/hr (1)	05/14/19
Contreras, Carlos**	HPEDA	Aquatic Specialist	$12.00/hr	05/14/19
Duenas, Joseph**	Community Education	Facilities Scheduling Coordinator	$12.98/hr	05/14/19
Fox, Alexandra*	DSPS	Interpreter IV	$34.79/hr	05/14/19
Funes, Zuleyma**	Community Education	Facilities Scheduling Coordinator	$12.98/hr	05/14/19
Hernandez, Elijah	Success Center	Instructional Aide I	$12.00/hr (1)	05/14/19
Islas, Destiny	Success Center	Instructional Aide II	$13.30/hr (1)	05/14/19
Islas, Destiny	Community Education	Instructional Aide I	$12.00/hr	05/16/19
Johnson, Monique*	DSPS	Interpreter IV	$34.79/hr	05/14/19
Lee, Rosa*	Adult Education	Community Education Specialist	$30.27/hr	05/14/19
Lilly, LaShaun	Student Affairs	Student Affairs Assistant	$14.32/hr	05/14/19
Littlejohn, Jordan	HPEDA	Locker Room Attendant	$12.00/hr	05/14/19
Lopez Calderon, Alejandra	Success Center	Instructional Aide II	$13.30/hr (1)	05/14/19
Martinez, Suleyma**	Community Education	Student Placement Specialist	$12.34/hr	05/14/19
McLaughlin, Mark**	Community Education	Community Education Specialist II/Kids College	$33.23/hr	05/14/19
Mendez Romo, Alejandra	Success Center	Instructional Aide II	$13.30/hr (1)	05/14/19
Munteanu, Mark	SEM	Aide General - Laboratory	$12.00/hr	05/14/19
Ngoun, Kevin**	Community Education	Administrative Secretary	$13.64/hr	05/14/19
Rivas Acuna, Jessica Marie*	Academic Affairs	Vocational Education/Special Projects Assistant	$17.04/hr	05/14/19
Rodriguez, Joseph Marley	SEM	Aide General - Laboratory	$12.00/hr	05/14/19
Oliveira, Rogerio	Facilities	Custodian	$12.00/hr	05/14/19
Romero, Fernanda	Success Center	Instructional Aide II	$13.30/hr (1)	05/14/19
Rosales, Paola	Community Education	Student Placement Specialist	$12.34/hr	05/14/19
Santos, Angelo	Success Center	Instructional Aide I	$12.00/hr (1)	05/14/19
Ruiz, Jennifer C.*	Community Education	Program Facilitator	$14.32/hr	05/16/19

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III. Professional Experts and Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2020, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Abdulwahed, Ahmad	Success Center	Instructional Aide II	$13.30/hr (1)	05/08/19
Aciso, Ian Villaruel	Success Center	Instructional Aide I	$12.00/hr (3)	05/13/19
Acosta, Marcelino*	DSPS	Instructional Aide I	$12.00/hr	05/06/19
Acosta, Marcelino*	Success Center	Instructional Aide I	$12.00/hr (1)	05/13/19
Acosta, Pauline*	IERP	Research Analyst	$27.40/hr	05.06/19
Aiead, Mariam M.	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/19
Alba, Jennifer L.*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Alcazar, Elizabeth*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Aldapa, Desiree Jenny	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/19
Alenikov, Aliya	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/19
Alhousari, Diala*	SEM	Instructional Aide II	$13.97/hr (2)	05/13/19
Allen, Bernice*	DSPS	Interpreter V	$41.02/hr	05/13/19
Alpenia, Elaine M.	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Alvarez Jr., Ruben	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Alvarez Jr., Ruben*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Alvarez, Juan**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Alverez, Juan*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Antwine, Nakia M.*	DSPS	Interpreter V	$41.02/hr	05/13/19
Aquino, Katherine N.*	EPP	Student Affairs Technician	$12.05/hr	05/08/19
Arambula, Arianna*	CTE	Program Facilitator	$14.32/hr	05/16/19
Arambula, Michael	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Araujo, Ana G.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Araujo, Kimberly D.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Arellano, Emily*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Arias, Franciso*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Avalos, Amel*	Financial Aid	Clerk	$12.00/hr	05/06/19
Backle, Anika	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Baeza, Tristan C.	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Baeza, Tristan C.*	Financial Aid	Clerk	$12.00/hr	05/06/19

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Name	Unit	Classification	Rate	Cleared for Employment
Bagley, Barbara A.	Purchasing/Communications	PBX Operator/Receptionist	$12.00/hr	04/09/19
Bailey, Micaiah*	Financial Aid	Clerk	$12.00/hr	05/17/19
Baldridge, Carolann	HPEDA	Athletic Trainer III	$21.76/hr	04/09/19
Barrayo Morelos, Lizbeth	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Barrios, Alondra	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Barrios, Alondra*	Financial Aid	Clerk	$12.00/hr	05/06/19
Barrios, Martin*	Adult Education	Instructional Aide II	$13.30/hr (1)	05/10/19
Barrott-Villa, Nevin Ramon	Success Center	Instructional Aide II	$13.97/hr (2)	05/13/19
Basner, Kusum	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Basto, Paula Lyn	Success Center	Instructional Aide II	$13.97/hr (2)	05/13/19
Batres - Fauela, Ruth*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Becerra, Abigail*	Financial Aid	Clerk	$12.00/hr	05/06/19
Bekhit, Mariam W.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Beltran, Antonio	DSPS	ASL Interpreter - Instruction Support	$42.58/hr	05/16/19
Beltran, Antonio*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Benavidez, Kimberly*	DSPS	Instructional Aide II	$13.30/hr (1)	05/06/19
Bendicion, Tyler Cole	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Berumen, Victoria*	EPP	Student Affairs Technician	$12.05/hr	05/08/19
Beshara, Martina*	SEM	Instructional Aide II	$13.97/hr (2)	05/13/19
Besse, Trevor	Campus Police	Cadet III	$12.00/hr	05/10/19
Besse, Trevor	Campus Police	Dispatcher Clerk	$20.66/hr	05/10/19
Betanzos, Jared A.	School Relations	Student Affairs Technician	$12.05/hr	05/07/19
Betanzos, Maxx Aric	School Relations	Student Affairs Technician	$12.05/hr	05/07/19
Betanzos, Maxx Aric	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Biroudian, Solmaz	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Boktour, Nabil*	Financial Aid	Clerk	$12.00/hr	05/06/19
Botello, Mathew A*.	EPP	Voc Ed. & Special Projects Assistant	$17.04/hr	05/08/19
Bourret, Michelle Lynn*	EPP	Community Education Specialist	$30.27/hr	05/08/19
Bouzari, Mahsa	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Bravidica Jr., Andrew	CTX	Program Assistant I	$12.00/hr	04/09/19
Brito, Carlos	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19

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Name	Unit	Classification	Rate	Cleared for Employment
Brown, Carolyn	Purchasing/Communications	PBX Operator/Receptionist	$12.00/hr	04/09/19
Bryant, Devionne	Success Center	Instructional Aide II	$13.97/hr (2)	05/13/19
Burton, Rorri A.*	DSPS	Interpreter V	$41.02/hr	05/13/19
Butner Larragoitiy, Alexandrite*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Cabrera, Angel L.	School Relations	Student Affairs Technician	$12.05/hr	05/07/19
Cabrera, Galilea*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Calderon, Lisette	Campus Police	Cadet II	$12.00/hr	05/10/19
Calderon, Megan*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Campbell, Regina	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Campbell, Regina	Admissions & Records	Student Activites Clerk	$12.00/hr	05/15/19
Candelario, Emmanuel Meraz*	Financial Aid	Clerk	$12.00/hr	05/06/19
Carmona, Rosario	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Carranza, Ernesto*	Adult Education	Special Populations Coordinator	$17.04/hr	04/09/19
Casian, Maria*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Castanedo, Alberto	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Castanedo, Alberto	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Castellanos, Daisy	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Castilla, Pablo A.*	Financial Aid	Program Assistant I	$12.00/hr	05/06/19
Castillo, Anthony	Career Services	Clerk	$12.00/hr	05/16/19
Castillo, Maria Carolina*	EPP	Student Affairs Technician	$12.05/hr	05/08/19
Castro Alvarez, Joel*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Castro, Justine*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Castro, Walter*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Cervantes, Leslie*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Cesin-Perez, Guadalupe L.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Chahine, Ahmad	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Chaihal, Manveer*	Financial Aid	Clerk	$12.00/hr	05/06/19
Chau, Christopher	HPEDA	Athletic Trainer III	$21.76/hr	04/09/19
Choksi, Roshni	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Choy, Hanna	Academic Affairs	Intermediate Clerk	$12.00/hr	05/16/19
Choy, Hanna Ocampo	School Relations	Student Affairs Technician	$12.05/hr	05/07/19

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Name	Unit	Classification	Rate	Cleared for Employment
Chua, Frances	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Cilia Garcia, Brenda*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Cleveland, Victoria*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Coffin-Lambert, Edris*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Collazo, Cynthia J.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Colln, Connie	Success Center	Instructional Aide I	$12.00/hr (3)	05/13/19
Condado, Lesette	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Connell, Brittany	HPEDA	Aquatic Specialist	$12.00/hr	04/09/19
Cordova, Brooke*	DSPS	Interpreter III	$27.52/hr	05/13/19
Corona, Sylvia	Success Center	Instructional Aide II	$13.97/hr (2)	05/13/19
Coronado, Maria E.*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Corpuz, Amir Soriano	Success Center	Instructional Aide II	$13.97/hr (2)	05/13/19
Corpuz, Amir Soriano*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Corral, Issac Joseph*	Financial Aid	Clerk	$12.00/hr	05/06/19
Corral, Valeria C.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Cowens, Tiara N.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Crable, Kristine Marie*	DSPS	Instructional Aide II	$13.30/hr	05/13/19
Cravens, Robert	Facilities	Gardener/Groundskeeper	$12.00/hr	05/06/19
Csiszer, Pauline*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Cuahutle, Isela*	CTX	Program Assistant I	$12.00/hr	04/09/19
Cuarenta, Nitze S.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Cuevas Valverde, Selene	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Cuevas, Joel I.	Success Center	Instructional Aide I	$12.00/hr (2)	05/13/19
Cuthbert, Kimberly L.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Daoud, Mareez George	Success Center	Instructional Aide II	$13.30/hr (1)	05/08/19
Davila, Randy	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Davila, Randy	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
De Hoyos, Katalina**	Community Education	Student Placement Specialist	$12.34/hr	05/16/19
De La Torre, Hazel	Financial Aid	Clerk	$12.00/hr	05/07/19
De Oyague Estuat, Carlos	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
De Pompa, Angelica Dlang*	DSPS	Interpreter IV	$34.79/hr	05/13/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Deblasio, Kaitlyn*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Deemak, Victor Visunt*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
DeLa Torre, Gloria*	Adult Education	Coordinator Community Relations	$16.42/hr	04/09/19
Delgadillo, Kimberly	Student Affairs	Student Affairs Technician	$12.05/hr	05/06/19
Delgado, Emily*	DSPS	Instructional Aide II	$13.30/hr (1)	05/06/19
Delgado, Yosberani*	Career Services	Clerk	$12.00/hr	05/16/19
Desilva, Ariana L.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Dharmadnikar, Anita*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Dhingra, Muskan	EPP	Student Affairs Technician	$12.05/hr	05/15/19
Diaz, Hector F.	Facilities	Custodian	$12.00/hr	05/08/19
Diaz, Martin	Technology	Instructional Aide II	$13.30/hr (1)	05/13/19
Diaz, Randy*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Domimgo, Oscar*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Dominguez, Ruben A.	Success Center	Instructional Aide I	$12.00/hr (3)	05/13/19
Duarte, Luis	Campus Police	Transportation Coordinator	$20.33/hr	05/06/19
Duran, Ashby	Technology	Instructional Aide II	$13.30/hr	05/16/19
Dussault, Victoria Karissa	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Dussault, Victoria Karissa	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Dy Liacco, Kevin	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Egbe, Zina*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Elias, Youssef*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Enriquez, Mary-Joe	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Escoba, Devyne*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Escobar, Valery D.	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Esguerra, Alden De Los Angeles	IERP	Research Assistant	$18.01/hr	05/17/19
Espejo, Graciela B.	Counseling	Intermediate Typist Clerk	$12.00/hr	05/10/19
Espinoza, Jennifer	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/19
Espinoza, Paola	Campus Police	Cadet II	$12.00/hr	05/10/19
Esppejel, Michael	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Estwick, Alexis*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Estwick, Alexis**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19

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Name	Unit	Classification	Rate	Cleared for Employment
Fellows, Barbara*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Fellows, Barbara**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Fernandez, Emily	BHSS	Instructional Aide I	$12.00/hr	05/15/19
Fernandez, Emily E.	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/19
Fernandez, Giselle*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Fernandez, Mateo	HPEDA	Aquatic Specialist	$12.00/hr	04/09/19
Ferrer, Jose Bernardo	Facilities	Gardener/Groundskeeper	$12.00/hr	05/06/19
Ferruz, Paola*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Fitzgerald, Barrett*	Technology	Community Education Specialist	$30.27/hr	05/16/19
Fletcher Uranga, Madeline*	EPP	Voc. Ed. and Special Projects Assistant	$17.04/hr	05/08/19
Fletcher Uranga, Madeline**	EPP	Voc. Ed. And Special Projects Assistant	$17.04/hr	05/16/19
Florendo, Princess	Business/Humanities	Instructional Aide I	$12.00/hr	05/17/19
Flores, Cindy	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Flores, Maria*	CalWORKs	Student Affairs Assistant	$14.32/hr	05/10/19
Flores, Victor*	CalWORKs	Student Affairs Assistant	$14.32/hr	05/10/19
Ford, Huntyr	School Relations	Student Affairs Technician	$12.05 /hr	05/06/19
Fox, Alexandra*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Fuentes, Debora*	Success Center	Instructional Aide II	$13.30/hr	05/13/19
Gabito, Mary Francess	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/19
Gajaweera, Kaushalya	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Gajaweera, Kaushalya	SEM	Aides-General - Clerical	$12.00/hr	05/13/19
Gallardo, Salvador	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Galloway, Naomi	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19
Galvan, Suzannz*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Galvez-Prado, Celeste	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Garces, Richard Guballa*	Financial Aid	Clerk	$12.00/hr	05/06/19
Garcia Gomez, Eliot*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Garcia Roman, Edgar J.	Campus Police	Cadet II	$12.00/hr	05/10/19
Garcia, Aviance Marie	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Garcia, Aviance Marie*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Gaxiola Jr., George	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
George, Christy Ann	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/19
Geraldo, Maria Esther*	Health Occupations	Instructional Aide I	$12.00/hr	05/16/19
Giron, Patricia*	Financial Aid	Clerk	$12.00/hr	05/07/19
Godinez, Claudia*	Financial Aid	Clerk	$12.00/hr	05/07/19
Gody, Christian J.	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/19
Gomez, Jennifer*	EPP	Community Education Specialist	$30.27/hr	05/08/19
Gomez, Melissa*	Financial Aid	Clerk	$12.00/hr	05/07/19
Gomez, Tyler	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Gonazlez, Alondra**	EPP	Technical Support Coordinator	$19.32/hr	05/16/19
Gonez, Paulina Simone	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/19
Gonzalez Escobar, Nanci T.	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Gonzalez, Alondra	EPP	Technical Support Coordinator	$19.32/hr	05/08/19
Gonzalez, Amanda*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Gonzalez, Belen Astorga*	EPP	Student Affairs Technician	$12.05/hr	05/08/19
Gonzalez, Benjamin	Technology	Instructional Aide II	$14.67/hr (3)	05/13/19
Gonzalez, Beyonka	Success Center	Instructional Aide II	$13.97/hr (2)	05/15/19
Gonzalez, Elizabeth	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Gonzalez, Emmanuel*	Financial Aid	Clerk	$12.05/hr	05/07/19
Gonzalez, Marysol*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Gonzalez, Patricia	Success Center	Instructional Aide II	$14.67/hr (3)	05/13/19
Gonzalez, Rosie*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Gonzalez, Roxana*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Gonzalez, Sammuel D.	Purchasing/Warehouse	Clerk	$12.00/hr	05/13/19
Gonzalez, Sammuel D.*	Financial Aid	Clerk	$12.00/hr	05/06/19
Gracia, Aviance Marie*	Counseling	Program Facilitator	$14.32/hr	05/10/19
Gracia, Jacqueline*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Graciano, Mireya*	DSPS	Interpreter V	$41.02/hr	05/13/19
Gray, Travis, Alexander	Success Center	Instructional Aide II	$13.30/hr (1)	05/13/19
Guerrero, Walter*	Adult Education	Special Populations Coordinator	$17.04/hr	04/09/19
Gutierrez, Anthony	Technology	Instructional Aide II	$13.97/hr (2)	05/13/19
Gutierrez, Vanessa L.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Guzman, Jonathan	Adult Education	Coordinator Community Relations	$16.42/hr	04/09/19

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** Specially Funded

Name	Unit	Classification	Rate	Cleared for Employment
Hassan, Paulina Kay	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Hassan, Paulina Kay*	Financial Aid	Clerk	$12.00/hr	05/07/19
Hatfield, Linda*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Hatfield, Tyrone*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Henderson, Sarah*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Henriquez, Quency*	Adult Education	Program Assistant II	$12.00/hr	04/09/19
Hernandez Garcia, Luis	Facilities	Gardener/Groundskeeper	$12.00/hr	05/15/19
Hernandez Ramos, Damaris*	Financial Aid	Clerk	$12.00/hr	05/06/19
Hernandez, Jessica V.*	Financial Aid	Clerk	$12.00/hr	05/07/19
Hernandez, Jesus	Success Center	Instructional Aide I	$12.00/hr (1)	05/17/19
Hernandez, Jesus	Success Center	Instructional Aide II	$14.67/hr (3)	05/15/19
Hernandez, Jesus Angel	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Hernandez, Marilyn*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Hernandez, Miguel	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Hernandez, Steven	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Hernandez, Tanya*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Hernandez, Trinadad	Career Services	Clerk	$12.00/hr	05/16/19
Herrera, Crystal L.*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Herrera, Marisela	Success Center	Instructional Aide II	$14.67/hr (3)	05/08/19
Hibbard, Mary*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Hibbard, Mary**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Hinton, Olivia	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Hinton, Olivia**	EPP	Instructional Aide II	$13.30/hr	05/16/19
Horian, Elham	Success Center	Instructional Aide II	$13.30/hr (1)	05/08/19
Howland, Trisha V.	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Hu, Jianli*	CTE	Cont. Ed. Specialist/Business Tech.	$52.47/hr	05/16/19
Isas, Jacqueline*	Adult Education	Coordinator Community Relations	$16.42/hr	04/09/19
Islas, Destiny Jasmine	EPP	Intermediate Typist Clerk	$12.00/hr	05/08/19
Islas, Destiny Jasmine	EPP	Student Affairs Technician	$12.05/hr	05/08/19
Islas, Destiny**	Community Education	Instructional Aide I	$12.00/hr	05/16/19
Izazaga, Edwing	Campus Police	Cadet IV	$12.20/hr	05/10/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Jacobo, Lizet	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Jaimez Jr., Gerald J.	Facilities	Custodian	$12.00/hr	05/08/19
Jaimez, Gerald J.	Facilities	Gardener/Groundskeeper	$12.00/hr	05/06/19
James, Paul*	Financial Aid	Clerk	$12.00/hr	05/06/19
Jarrin, Jessi	Success Center	Instructional Aide II	$14.67/hr (3)	05/08/19
Jauregui, Jacquelyn	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Jauregui, Karelia*	Adult Education	Instructional Scheduling Coordinator	$12.98/hr	04/09/19
Jazayri, Yousef	Student Affairs	Student Affairs Technician	$12.05/hr	05/06/19
Jenkins Jr., David L.*	Financial Aid	Clerk	$12.00/hr	05/07/19
Jenkins, Sheera L.	Success Center	Instructional Aide II	$13.30/hr (1)	05/08/19
Jenkins, Zachary	HPEDA	Aquatic Specialist	$12.00/hr	04/09/19
Jesmin, Sharifa	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Jett, Dorna	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Johnson, Monique*	DSPS	Interpreter IV	$34.79/hr	05/15/19
Jones, Keondre	Student Activities	Student Activities Clerk	$12.05/hr	05/06/19
Jones, Sheila Rose*	Financial Aid	Clerk	$12.00/hr	05/07/19
Joseph, Joel	Success Center	Instructional Aide II	$14.67/hr (3)	05/08/19
Kampa, Alicia*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Karki, Uma*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Kaveney, Heather	Library	Instructional Aide II	$14.67/hr (3)	04/09/19
Kenfack Ndoumna, Benjamin	Success Center	Instructional Aide I	$12.00/hr (2)	05/08/19
Khalil, Haydar	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Khalil, Zeinab	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Khlot, Michelle A.	Financial Aid	Clerk	$12.00/hr	05/07/19
Khym, Do Won	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Kim, Min Jeong	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
King, Sarah*	DSPS	Interpreter V	$41.02/hr	05/13/19
Kirk, Kenneth	HPEDA	Aide - General Laborer	$12.00/hr	04/09/19
Kuoch, Yong*	Financial Aid	Clerk	$12.00/hr	05/07/19
Kwon, Angie Yi*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Kwon, Chung IL*	DSPS	Interpreter Certified	$42.58/hr	05/13/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Lamadrid, Aimee Aili	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Landa, Juan Carlos	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Lapitan, Carolyn*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Larios, Elizabeth*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/17/19
Lawrence, Candice*	DSPS	Interpreter Certified	$42.58/hr	05/06/19
Lay, Sonya*	Adult Education	Instructional Aide II	$13.30/hr (1)	04/09/19
Lazaro Tax, Joseph	Counseling	Intermediate Typist Clerk	$12.00/hr	05/10/19
Lazaro Tax, Joseph *	Financial Aid	Clerk	$12.00/hr	05/08/19
Le Van, Kathleen	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Lee, Grace	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Legaspi, Brent	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Legaspi, Brent*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Leguizamon, Tatiana	Career Services	Clerk	$12.00/hr	05/16/19
Leon, Lorena	Career Services	Clerk	$12.00/hr	05/16/19
Lersch, Jeannine*	DSPS	Interpreter V	$41.02/hr	05/06/19
Lewis, Kristi Marie*	DSPS	Interpreter III	$27.52/hr	05/13/19
Lilly, Lashan Lanette*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Lilly, Lashan Lanette	School Relations	Student Affairs Assistant	$14.34/hr	05/06/19
Lin, Leejan	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Littrell, Christina	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Lizarraga, Jennifer*	Library	Program Facilitator	$14.32/hr	04/09/19
Loaiza, Anayely	Adult Education	Coordinator Community Relations	$16.42/hr	04/09/19
Loaiza, Julissa*	Adult Education	Program Assistant II	$12.00/hr	04/09/19
Loera, Jose	Campus Police	Cadet IV	$12.20/hr	05/10/19
Loera, Jose	Campus Police	Dispatcher Clerk	$20.66/hr	05/10/19
Lopez Calderon, Alejandra*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Lopez Calderon, Erick*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Lopez Ramirez, Monica	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Lopez, Araceli*	CTE	Program Facilitator	$14.32/hr	05/16/19
Lopez, Daniela	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Lopez, Daniela*	Financial Aid	Clerk	$12.00/hr	05/08/19

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Name	Unit	Classification	Rate	Cleared for Employment
Lopez, Jason*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Lopez, Juan**	EPP	Voc. Ed. And Special Projects Assistant	$17.04/hr	05/17/19
Lopez, Krystal Claire*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Lopez, Maya Nena*	Financial Aid	Clerk	$12.00/hr	05/06/19
Lopez, Priscilla Evelina*	Financial Aid	Instructional Aide II	$13.30/hr	05/06/19
Lopez, Sandra	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Lopez, Sandra*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Lor, David	Campus Police	Cadet II	$12.00/hr	05/10/19
Lu, Catherine*	CTE	Program Facilitator	$14.32/hr	05/16/19
Lucas, Anthony B.	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Lugo, Luis	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Lumakang, Denise*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Luna, David*	Financial Aid	Clerk	$12.00/hr	05/08/19
Luna, David*	Career Services	Clerk	$12.00/hr	05/16/19
Luna, Javier*	Financial Aid	Clerk	$12.00/hr	05/08/19
Luna, Lizzeth*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/17/19
Luna, Mercedes	HPEDA	Athletic Trainer III	$21.76/hr	04/09/19
Machai, Sarah Stephanie*	Financial Aid	Clerk	$12.00/hr	05/08/19
Major, Andrea*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Major, Andrea**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Mak, Derrick Dara	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Maldonado, Alexandria*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Malfavon, Allen M.	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Malfavon, Allen M.	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Maragno, Kathryne	HPEDA	Program Facilitator	$14.32/hr	04/09/19
Marquez, Ana Maria	Campus Police	Dispatcher Clerk	$20.66/hr	04/17/19
Marquez, Cynthia J.*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Marquez, Delores Alvidrez*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Marshell Jr., Issac*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Marshell Jr., Issac**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Martin, Florene L.*	DSPS	Interpreter III	$27.52/hr	05/13/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Martinez Espindola, Sandra	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Martinez, Brenda Jessica*	Financial Aid	Instructional Aid II	$13.30/hr	05/08/19
Martinez, Christy	School Relations	Student Affairs Assistant	$14.34/hr	05/06/19
Martinez, Kale-Nani	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Martinez, Laura*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Mbara, Leslie Simonelie*	Financial Aid	Clerk	$12.00/hr	05/08/19
McKelly, Shauna	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Medina-Quiroz, Thomas	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Mejia, Michael A.*	Financial Aid	Clerk	$12.00/hr	05/08/19
Mendez, Jacqueline*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Mendez-Romo, Alejandra	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Mendoza, Angel De Jesus	Success Center	Instructional Aide II	$13.30/hr	05/07/19
Mendoza, Edgar	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Mesa, Evan	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Michel, Aimee	Campus Police	Cadet III	$12.00/hr	05/10/19
Michel, Aimee	Campus Police	Dispatcher Clerk	$20.66/hr	05/10/19
Miranda, Jessica Brianna	Counseling	Intermediate Typist Clerk	$12.00/hr	05/10/19
Miranda, Jessica Brianna*	Financial Aid	Clerk	$12.00/hr	05/08/19
Mitchell, Kimberly*	CTE	Program Facilitator	$14.32/hr	05/16/19
Modesto, William	Library	Instructional Aide I	$12.00/hr	04/09/19
Mohr, Tammi J.	Library	Instructional Aide II	$14.67/hr (3)	04/09/19
Monge, Sauny Kary*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Monroy, Victor A.*	DSPS	Interpreter III	$27.52/hr	05/13/19
Monterroza, Marvin*	SEM	Instructional Aide II	$13.97/hr (2)	05/13/19
Montes De Oca, Erica	Success Center	Instructional Aide I	$12.00/hr (2)	05/07/19
Montes De Oca, Sarah*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Moran Garcia, Brenda	Liberal Arts	Intermediate Clerk	$12.00/hr	05/16/19
Moreno Juarez, Luis*	SEM	Instructional Aide II	$13.97/hr (2)	05/13/19
Moreno, Angela*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Moreno, Martha Leticia	Facilities	Custodian	$12.00/hr	05/08/19
Moreno, Melissa	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Moriarty, Cynthia*	CTE	Cont. Ed. Specialist/Business Tech.	$52.47/hr	05/16/19
Muela, Marissa D.*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Munoz, Kimberly Amber*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Munozvilla, Jubilee H.	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Munteanu, Mark	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Munteanu, Mark	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Murase Tadashi, Ron	Technology	Instructional Aide II	$13.97/hr (2)	05/13/19
Murillo-Reyes, Esmeralda	Student Activities	Student Affairs Assistant	$14.32/hr	05/06/19
Nance, Michael*	DSPS	Voc. Ed. and Special Projects Assistant	$17.04/hr	05/06/19
Negrete, Juan J.*	Financial Aid	Clerk	$12.00/hr	05/08/19
Nehls, Carl Arno*	Success Center	Instructional Aide II	$13.30/hr	05/13/19
Nelson, Linda	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Nepomuceno, Cheryl*	DSPS	Aides-Special Education	$12.00/hr	05/06/19
Newmaster, Charity*	DSPS	Interpreter V	$41.02/hr	05/13/19
Newport, Alexandra*	SEM	Instructional Aide II	$13.30/hr (1)	05/13/19
Newsome, Mary Ann*	DSPS	Interpreter V	$41.02/hr	05/13/19
Nguyen, Hayden T.*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Nguyen, Thi Dieu-Hoang	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Nieto, Jennifer*	Adult Education	Special Populations Coordinator	$17.04/hr	05/10/19
Nieto, Wendy*	Adult Education	Educational Technical Trainer	$19.32/hr	05/10/19
Nino de Rivera, Irene	Library	Instructional Aide I	$12.00/hr (1)	04/09/19
Nnoli, Chimdi	Success Center	Instructional Aide II	$13.30/hr (1)	05/08/19
Nuon, Kristina Thap	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Obmasca, Maria G.	Success Center	Instructional Aide I	$12.00/hr (2)	05/07/19
Olguin, Maritza*	Financial Aid	Clerk	$12.00/hr	05/08/19
Oliva, Angelica*	EPP	Grant Writer	$20.26/hr	05/08/19
Olivas, Alyssa P.*	EPP	Voc. Ed. and Special Projects Assistant	$17.04/hr	05/06/19
Oliveira, Juliana	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Om, Kareny*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
O'Neil, Jeannie*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Orona III, Daniel L.	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Ortega, Joshua	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Ortiz, Daniel	Campus Police	Cadet II	$12.00/hr	05/10/19
Ortiz, Gabriela*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Osorio, Dennis	Student Activities	Student Affairs Assistant	$14.32/hr	05/06/19
Pacheco, John*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Pacheco, John**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Padilla, Fanny*	Health Occupations	Instructional Aide II	$13.30/hr	05/16/19
Pagano, Doreen	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Palomera Jr., Gregorio	Campus Police	Cadet IV	$12.20/hr	05/10/19
Palomera Jr., Gregorio	Campus Police	Dispatcher Clerk	$20.66/hr	05/10/19
Panangiban, Kurt	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Parr, Richard	Facilities	Custodian	$12.00/hr	05/08/19
Parr, Richard	Facilities	Gardener/Groundskeeper	$12.00/hr	05/06/19
Partida, Gilbert Martin*	DSPS	Interpreter V	$41.02/hr	05/13/19
Patel, Muhammad*	Career Services	Clerk	$12.00/hr	05/16/19
Patel, Muhammad*	EPP	Student Affairs Technician	$12.05/hr	05/06/19
Patton, Lori*	DSPS	Interpreter V	$41.02/hr	05/13/19
Pelayo Espinoza, Luis Angel	Community Education	Comm. Ed. Specialist II/Kids College	$30.27/hr	05/15/19
Pena, Anna L.*	Financial Aid	Program Assistant I	$12.00/hr	05/06/19
Penaloza Jr., Elio	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Penesa, Brandon	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Peregrina, Andrew	Facilities	Custodian	$12.00/hr	05/08/19
Perez Mendoza, Anthony	Campus Police	Cadet II	$12.00/hr	05/10/19
Perez, Cheyenne Rae*	Financial Aid	Clerk	$12.00/hr	05/08/19
Perez, Jesus F.	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Perez, Vanessa Yvonne*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Perez, Vicki*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Pham, Tran Ngoc Bao	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Pham, Vi Huyen	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Ponce, Jailene Kriztal*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Pope, Elonda**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Powers, Patricia	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Puertas, Kevin	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Quezada, Gilberto	Campus Police	Cadet II	$12.00/hr	05/10/19
Ramirez, Ariel	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Ramirez, Jessica	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Ramirez, Mikaela A.*	Financial Aid	Instructional Aid II	$13.30/hr	05/08/19
Ramos, Alexandra Catalina	Campus Police	Cadet III	$12.00/hr	05/10/19
Ramos, Alexandra Catalina	Campus Police	Dispatcher Clerk	$20.66/hr	05/10/19
Ramos, Kimberly	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Ramos, Kimberly*	Financial Aid	Clerk	$12.00/hr	05/08/19
Rano, Edgar	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Rauth, Nishi	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Raygoza Arroyo, Roxana*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Reed, Theresa**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Renteria Acevedo, David*	Financial Aid	Clerk	$12.00/hr	05/08/19
Reyes, Dolores	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Reynolds, Clare Lindsay	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Rich, Samantha*	DSPS	Interpreter IV	$34.79/hr	05/13/19
Richard, Parr	Facilities	Custodian	$12.00/hr	05/08/19
Roberts, Gerald Keith	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Roche, Joy	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Roche, Joy*	Financial Aid	Clerk	$12.00/hr	05/08/19
Roche-Ramirez, Karla*	Adult Education	Program Facilitator	$14.32/hr	05/10/19
Rodgers-Griffin, Allison*	DSPS	Interpreter V	$41.02/hr	05/13/19
Rodriguez, Anthony	SEM	Aide General - Laboratory	$12.00/hr	05/15/19
Rodriguez, Christopher	Purchasing/Warehouse	Delivery Person	$12.00/hr	04/09/19
Rodriguez, Desiree	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Rodriguez, Desiree*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Rodriguez, Elizabeth	Fiscal Services	Administrative Secretary	$13.64/hr	05/06/19
Rodriguez, Joseph Marley*	Financial Aid	Clerk	$12.00/hr	05/08/19
Rodriguez, Joseph Marley	SEM	Aide General - Laboratory	$12.00/hr	05/13/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Rodriguez, Nadia*	Career Services	Clerk	$12.00/hr	05/16/19
Rodriguez-Cano, Nicole	Counseling	Intermediate Typist Clerk	$12.00/hr	05/13/19
Rogerio, Oliveira	Facilities	Custodian	$12.00/hr	05/15/19
Rojas Rivera, Juan C.	Success Center	Instructional Aide I	$12.00/hr	05/07/19
Rojas Rivera, Juan C.	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Rojas-Alaniz, Sandra*	Financial Aid	Clerk	$12.00/hr	05/08/19
Rosales, Paola Liseth*	Financial Aid	Clerk	$12.00/hr	05/08/19
Rosas, Precilla M.	Campus Police	Cadet II	$12.00/hr	05/10/19
Rosell, Pablo L.	Success Center	Instructional Aide I	$12.00/hr (2)	05/13/19
Ross, Rosina	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Rueda, Hugh	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Ruiz Limon, Maria G*	Financial Aid	Clerk	$12.00/hr	05/08/19
Ruiz, Angel	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Ruiz, Dedrick*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Ruiz, Julian	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Russ, Teresa Renee*	DSPS	Interpreter Certified	$42.58/hr	05/13/19
Russell, Carolyn Ann*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Ruvalcaba, Maria	Facilities	Custodian	$12.00/hr	05/08/19
Saavedra Meza, Alexandria C.*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Saenz, Yasmine*	SEM	Instructional Aide II	$13.30/hr (1)	05/13/19
Said, Basant W.*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Sain, Christopher	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Salazar, Felicitas*	Adult Education	Coordinator Community Relations	$16.42/hr	05/10/19
Salazar, Jennifer*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Salcedo, Evelyn*	DSPS	Interpreter III	$27.52/hr	05/13/19
Salcido, Angel Ezekiel.	Student Activities	Student Affairs Assistant	$14.32/hr	05/06/19
Salcido, Angel Ezekiel*	Financial Aid	Clerk	$12.00/hr	05/08/19
Saldana Jr., Frank	Success Center	Instructional Aide I	$12.00/hr (2)	05/13/19
Saleh, Mohamed	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Salguero, Naila	Adult Education	Program Facilitator	$12.00/hr	05/10/19
San Juan, Diana E.	Library	Instructional Aide I	$12.00/hr	05/10/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Sandoval, Valeria	Career Services	Clerk	$12.00/hr	05/16/19
Sandoval, Valeria*	Financial Aid	Clerk	$12.00/hr	05/08/19
Sandoval, Veronica	Facilities	Custodian	$12.00/hr	05/08/19
Santiago Heraz, Stephanie*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Santiago, Dennis	Success Center	Instructional Aide II	$13.30/hr	05/07/19
Santos, Cidney*	DSPS	Student Services Assistant II	$12.34/hr	05/06/19
Sarabia, Dominic J.	Campus Police	Program Facilitator	$14.32/hr	05/10/19
Sardinha, Manuel	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Saunders, Autumn Dawn*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Sauvageau, Eric	HPEDA	Aide - General Laborer	$12.00/hr	04/09/19
Sawyer, Elizabeth	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Sayo, Kimberly Joy	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Sayo, Kimberly Joy	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Schumacher, Owen	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Scurlock, Monae Sierra*	Financial Aid	Clerk	$12.00/hr	05/08/19
Sera, Mary	Purchasing/Communications	PBX Operator/Receptionist	$12.00/hr	04/09/19
Sesmas, Luz	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Shah, Roshani*	Financial Aid	Clerk	$12.00/hr	05/08/19
Shannon, Katrina M.	Campus Police	Cadet III	$12.00/hr	05/10/19
Sholly, William	Facilities	Custodian	$12.00/hr	05/08/19
Siangio, John*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Siliezar, Ninette*	Financial Aid	Clerk	$12.00/hr	05/08/19
Silva, Roberto C.	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Silveria, Deborah*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Siverand, Ruthie D.	Facilities	Custodian	$12.00/hr	05/08/19
Smith, Sandra*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Smith, Sandra**	Adult Education	Community Education Specialist	$30/27/hr	05/10/19
Solon, Joy	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Soto Diaz, Juan Daniel*	Financial Aid	Clerk	$12.00/hr	05/08/19
Souleret, Renee*	DSPS	Interpreter Certified	$42.58/hr	05/06/19
Souvinette, Kaha Li Darlene*	Financial Aid	Clerk	$12.00/hr	05/08/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Steele, John	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Stephens, Brianna	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Stockwell, Melissa L.	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Suarez Garduno, Natali	Business/Humanities	Instructional Aide I	$12.00/hr	05/06/19
Subedi, Ashok	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Sulaimai, Ali	Business/Humanities	Instructional Aide I	$12.00/hr	05/06/19
Sun, Dylan*	SEM	Instructional Aide II	$13.30/hr (1)	05/13/19
Suresh, Nidheya	Success Center	Instructional Aide II	$13.97/hr (2)	05/08/19
Syfu, Jenika	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Tan, Kimheak*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Tanner, Desiree*	DSPS	Interpreter Certified	$42.58/hr	05/06/19
Tapia, Veronica	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Taylor, Katarina*	DSPS	Student Affairs Assistant	$14.32/hr	05/06/19
Testani Jr., Robert	Facilities	Custodian	$12.00/hr	05/08/19
Thiel, Joan The	Student Activities	Student Activities Clerk	$12.00/hr	05/06/19
Thind, Chandandeep	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Thomas, Glenn C.*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Tiano, Anthony	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Toores, Daniel*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Torres Jr., Edward Anthony*	Financial Aid	Clerk	$12.00/hr	05/08/19
Torres Lopez, Giovanni A.	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Torres Lopez, Giovanni A.*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Torres, Alma Guadalupe*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Torres, Diana	Fiscal Services	Administrative Secretary	$13.64/hr	05/06/19
Torres, Erick Elvis	EPP	Student Affairs Technician	$12.05/hr	05/06/19
Torres, Priscilla*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Touch, Sovannika	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Truby, Michelle	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Try, Kim Beau	SEM	Science Laboratory Technician - Biology	$12.34/hr	05/13/19
Tyler, Daryl*	DSPS	Instructional Aide II	$13.30/hr	05/13/19
Umanzor, Joscelyn*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19

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Uribe, Salvador	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Valadez, Cecilia*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Valadez, Cecilia*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Valcho, Amber rose	Business/Humanities	Instructional Aide I	$12.00/hr	05/06/19
Valdez, Marla*	Financial Aid	Clerk	$12.00/hr	05/08/19
Valezquez, Camerino	Technology	Instructional Aide II	$14.67/hr (3)	05/13/19
Valle, Samuel	Success Center	Instructional Aide II	$14.67/hr (3)	05/07/19
Valles, Kyle A.	Campus Police	Cadet II	$12.00/hr	05/10/19
Varela, Daniel A.	Adult Education	Community Education Specialist	$17.04/hr	05/10/19
Vargas, Brandy*	Financial Aid	Clerk	$12.00/hr	05/08/19
Vargas, Jacob	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Vargas, Jose*	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Vargas, Jose**	Adult Education	Community Education Specialist	$30.27/hr	05/10/19
Vargas, Michael A.	Success Center	Instructional Aide I	$12.00/hr (2)	05/13/19
Vasquez, Josefina*	AED-Strong Workforce	Instructional Aide II	$13.30/hr (1)	05/07/19
Vazquez, Brenda*	Financial Aid	Instructional Aide II	$13.30/hr	05/08/19
Veal, Egla*	DSPS	Interpreter Certified	$42.58/hr	05/06/19
Vega, Rain C.	Admissions & Records	Registration Account Clerk	$12.00/hr	05/15/19
Vega, Rain C.	Admissions & Records	Student Activities Clerk	$12.00/hr	05/15/19
Vegar, Rosa*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/06/19
Vela, Michael*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Velazquez Ramirez, Paola*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Verduzco, Angel*	DSPS	Aides-Special Education	$12.00/hr	05/06/19
Vergara, Raymundo*	SEM	Instructional Aide II	$14.67/hr (3)	05/13/19
Villa, Gabrielle Mae	EPP	Voc. Ed. & Special Projects Asst.	$17.04/hr	05/06/19
Villa, Gabrielle Mae*	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Villa, Gabrielle Mae*	EPP	Voc. Ed. & Special Projects Asst.	$17.04/hr	05/08/19
Villa, Jamie*	Adult Education	Special Populations Coordinator	$17.04/hr	05/10/19
Villalba, Raymond	SEM	Aide General - Laboratory	$12.00/hr	05/13/19
Villalba, Raymond	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Villalta Salazar, Melanie	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19

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Presented to the Board of Trustees: June 5, 2019

Name	Unit	Classification	Rate	Cleared for Employment
Villamil, Jacqueline*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/13/19
Villarama, Venessa	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Void, Lynette	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Wan, Lucy	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Washington, Nicole*	Adult Education	Community Education Specialist	$30.27/hr	04/09/19
Williams, Egynea Ajee*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/08/19
Wilson, Summer*	DSPS	Instructional Aide II	$13.30/hr	05/06/19
Wilt, Stephanie	Success Center	Instructional Aide II	$14.67/hr (3)	05/17/19
Xu, Hongmei	Library	Instructional Aide I	$12.00/hr	04/09/19
Yanez, Ashley	School Relations	Student Affairs Technician	$12.05/hr	05/06/19
Yanez, Janet*	CTX	Program Assistant I	$12.00/hr	04/09/19
Yeon, Jennifer	Success Center	Instructional Aide II	$13.30/hr (1)	05/07/19
Yu, Jacqueline	Success Center	Instructional Aide II	$13.97/hr (2)	05/07/19
Zamorano, Samantha	Career Services	Clerk	$12.00/hr	05/16/19
Zein, Reham Ehab*	Financial Aid	Clerk	$12.00/hr	05/08/19
Zin, Wesam I.*	Financial Aid	Clerk	$12.00/hr	05/08/19
Zuniga, Mareta*	CTE/Technology	Research Analyst	$27.40/hr	05/16/19

* Categorically Funded
** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration to Ratification to Extend Temporary Management "Out-of-Classification" Assignment

ACTION

It is recommended that the Board of Trustees extend a temporary "out-of-classification" assignment for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications, and Shawna Baskette, Dean of Academic Success to perform additional responsibilities effective July 1, 2019, for a period not to exceed June 30, 2020, or until the full-time position is filled, whichever occurs first.

FISCAL IMPACT

No fiscal impact. The Dean of Academic Affairs position is vacant.

REPORT SUMMARY

Mr. Rick Miranda was originally hired by the District as Dean of Academic Affairs. He was appointed as the Acting Vice President of Academic Affairs on February 18, 2016 and promoted to Vice President of Academic Affairs effective May 18, 2017. The District has not filled the regular Dean of Academic Affairs position since February 18, 2016. Dr. Pritchard has been performing some of the duties of Dean of Academic Affairs since October 1, 2016 and Ms. Baskette has been performing some of the duties since February 21, 2018. The Board approved their out-of-class extension on July 18, 2018, effective through June 30,2019.

In addition to their regular responsibilities, Dr. Pritchard and Ms. Baskette will be required to supervise, assess, and evaluate, academic functions, programs, and services that may include, but are not limited to, accreditation, curriculum development, class schedule and college catalog preparation, faculty workload assessment, and leadership of special academic programs not assigned to another Dean.

During the temporary out-of-class assignment, Dr. Pritchard and Ms. Baskette will receive a temporary upward salary placement adjustment of two Grades. Dr. Pritchard will move from Grade 42, Step 8 ($15,752) to Grade 44, Step 8 ($16,810). Ms. Baskette will move from Grade 42, Step 6 ($14,762) to Grade 44, Step 6 ($15,752). These out-of-class assignments are done in accordance to Administrative Procedure 7233. It is recommended that the Board of Trustees extend these temporary out-of-classification assignments for Dr. Gary Pritchard and Ms. Baskette.

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**

Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President, Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Changes to the Substitute and/or Short-Term Hourly Salary Schedule

ACTION

It is recommended that the Board of Trustees approve the addition of Short-Term Hourly job classification of Assistant Warehouseperson to the Short-Term Hourly Salary Schedule.

FISCAL IMPACT

It is recommended to add the short-term hourly job classification of Assistant Warehouseperson with the hourly rate of $15.00 to the Short Term Hourly schedule. The cost to be borne entirely by the hiring department's annual budget.

REPORT SUMMARY

The purchasing warehouse is in need of experienced shipping and receiving assistants who are forklift certified, and have the requisite experience to operate heavy machinery. It is difficult to attract experienced candidates with the certification and experience when the current classification table does not have a position comparable to the current market rates.

The employment of these short-term hourly positions are still under the restrictions stipulated by Education Code §88003. The employment of these short-term hourly positions would be as needed, but not to exceed 25 hours in a week, and/or 900 hours in a budget year; the maximum number of days would be 175 in a budget year.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Recommended Short-Term Hourly Salary Schedules

Substitute and/or Short-Term Hourly Salary Schedule for Classified Positions

The following list of substitute and/or short-term hourly rates have been approved for employment of personnel in "classified-type" positions within the District.

Effective 1/1/2019

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6001	7001	Account Technician I	$ 12.00
6002	7002	Account Technician II	$ 12.00
6003	7003	Account Technician III	$ 12.34
6004	7004	Account Technician IV	$ 13.64
6184	7184	Admissions & Records Assistant	$ 12.00
6005	7005	Administrative Secretary	$ 13.64
6008	7008	Adult Education/Emeritus Program Technician	$ 12.00
---	*7009*	Aide-General (Clerical)	$ 12.00
----	*7010*	Aide-General (Laboratory)	$ 12.00
----	*7011*	Aide-General (Traffic Control Officer)	$ 12.00
----	7012	Aide-Special (Accompanist)	$ 12.00
----	7013	Aide-Special (Lead Traffic Control Officer)	$ 12.00
----	7014	Aide-Special (Learning Resource Center)	$ 12.00
----	*7015*	Aide-Special (Micro-Technician)	$ 12.00
----	7016	Aide-Special (Physical Fitness Laboratory)	$ 12.00
----	7017	Aide-Special (Physics Laboratory)	$ 12.00
----	7018	Aide-Special (Research and Development Technician)	$ 12.00
6019	7019	Amnesty Community Outreach Worker	$ 12.00
6020	7020	Art Gallery Attendant	$ 12.00
6021	7021	Assessment Clerk	$ 12.00
6022	7022	Assistant Buyer	$ 12.00
6023	7023	Assistant Dispensary Clerk	$ 12.00
	TBD	Assistant Warehouseperson*	$ 15.00
6024	7024	Athletic Equipment Manager	$ 12.00
6025	7025	Athletic Trainer	$ 12.98
6026	7026	Athletic Trainer/Equipment Manager	$ 12.98
6028	7028	Automotive Maintenance Technician	$ 12.35
6029	7029	Banquet Chef	$ 13.64
6030	7030	Bilingual Title VII Project Aide	$ 12.00
6031	7031	Bookstore Business Technician	$ 12.00
6033	7033	Budget Technician	$ 13.64
6034	7034	Buyer	$ 13.98
6035	7035	Campus Police Dispatcher Clerk	$ 20.66

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6036	7036	Campus Police Officer	$ 29.87
6037	7037	Campus Security Officer	$ 12.00
6038	7038	Career Center Technician	$ 12.00
6039	7039	Carpenter	$ 14.32
6040	7040	Cashier-Cafeteria Worker	$ 12.00
6041	7041	Cashier-Clerk	$ 12.00
6205	7206	Certified Medical Assistant	$ 12.00
6042	7042	Chicano Studies Community Outreach Worker	$ 12.00
6043	7043	Chief Building Inspector	$ 19.30
6044	7044	Clerk	$ 12.00
6045	7045	Community Outreach Worker	$ 12.00
6046	7046	Communication Services Coordinator/Supervisor (DSPS)	$ 16.01
6047	7047	Composites Program Specialist	$ 14.32
6049	7049	Computer Graphics Specialist	$ 13.64
6053	7053	Cook-Cafeteria	$ 12.00
6196	7197	Coordinator of Community Relations	$ 16.42
6197	7198	Coordinator of Media Relations	$ 16.42
6198	7199	Coordinator of School Relations	$ 16.42
6054	7054	Cosmetology Clerk	$ 12.00
6055	7055	Cosmetology Desk Clerk	$ 12.00
6057	7057	Custodian	$ 12.00
6059	7059	Delivery Person	$ 12.00
6060	7060	Designer/Stage Technician	$ 13.64
6061	7061	Development Assistant	$ 14.32
6062	7062	Dishwasher-Potwasher	$ 12.00
6063	7063	Dispensary Clerk	$ 12.00
6064	7064	Division Clerk	$ 12.00
6065	7065	Division Secretary Clerk	$ 12.00
6195	7195	Document Services Assistant	$ 12.00
6186	7187	Document Services Coordinator	$ 12.34
6202	7203	Educational Planner	$ 12.34
6066	7066	Educational Technology Trainer	$ 19.32
6067	7067	Electrician	$ 14.32
6068	7068	Electronics Equipment Technician	$ 14.32
6069	7069	Emeritus Assistant	$ 12.00
6072	7072	EOPS Compliance Technician	$ 12.05
6073	7073	EOPS/VEA Assistant	$ 14.32
6074	7074	EOPS/VEA Outreach Worker II	$ 12.00

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6075	7075	Equipment Mechanic	$ 14.32
6076	7076	Facilities Scheduling Coordinator	$ 12.98
6077	7077	Faculty Senate Clerk	$ 12.00
6078	7078	Filing Clerk	$ 12.00
6079	7079	Financial Aid Clerk	$ 12.00
6080	7080	Financial Aid Specialist	$ 13.64
6081	7081	Floor Maintenance Custodian	$ 12.00
6082	7082	Fry Cook	$ 12.00
6083	7083	Gardener/Groundskeeper	$ 12.00
6084	7084	Grant Writer	$ 20.26
6085	7085	Graphic Artist	$ 13.64
6087	7087	Head Cashier	$ 12.00
6204	7205	Health Occupations Skills Laboratory Coordinator	$ 18.29
6088	7088	Heating and Air Conditioning Mechanic	$ 14.32
6089	7089	Instructional Aide I	$ 12.00
6090	7090	Instructional Aide II	$ 13.30
6091	7091	Instructional Media Maintenance Person	$ 12.98
6092	7092	Instructional Media Production Specialist	$ 17.04
6200	7201	Instructional Scheduling Coordinator	$ 12.98
6095	7095	Intermediate Clerk	$ 12.00
6096	7096	Intermediate Typist Clerk	$ 12.00
6097	7097	Inventory Control Clerk/Expediter	$ 12.00
6098	7098	Job Developer	$ 12.34
6099	7099	Job Placement Technician I	$ 12.00
6100	7100	Job Placement Technician II	$ 12.00
6101	7101	Language Laboratory Cerk	$ 12.00
6102	7102	Lead Custodian	$ 12.00
6103	7103	Lead Gardener/Groundskeeper	$ 12.72
6105	7105	Lead Warehouseperson	$ 12.98
6106	7106	Liberal Arts Project Aide	$ 12.00
6107	7107	Library Clerk I	$ 12.00
6108	7108	Library Clerk II	$ 12.00
6109	7109	Library Technicial Clerk	$ 12.00
6110	7110	Lieutenant of Campus Police	$ 20.81
6111	7111	Locker and Equipment Manager	$ 12.00
6112	7112	Locker Room Attendant	$ 12.00
6113	7113	Mail Clerk/PBX Operator/ Receptionist	$ 12.00
6114	7114	Maintenance Mechanic	$ 12.98

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6115	7115	Maintenance Mechanic/Locksmith	$ 13.64
6116	7116	Matriculation Services Clerk	$ 12.00
6117	7117	Media Equipment Technician	$ 14.32
6180	7180	Multimedia Production Specialist	$ 14.32
6120	7120	Music Equipment Manager	$ 12.00
6121	7121	Music Library Assistant	$ 13.30
6122	7122	Music Projects Aide	$ 12.00
6187	7188	Network Administrator	$ 20.26
6124	7124	Painter	$ 14.32
6125	7125	Payroll Technician	$ 12.34
6126	7126	PBX Operator/Receptionist	$ 12.00
6203	7204	Performing Arts Promotion Specialist	$ 12.98
6127	7127	Plumber	$ 14.32
6128	7128	Pool Maintenance Technician	$ 12.34
6129	7129	Porter	$ 12.00
6201	7202	Professional Registered Nurse	$ 21.83
6130	7130	Program Assistant I	$ 12.00
6131	7131	Program Assistant II	$ 12.00
6132	7132	Program Facilitator	$ 14.32
6138	7138	Publicity Aide	$ 12.00
6139	7139	Re-Entry Resource Specialist	$ 12.34
6140	7140	Refuse Disposal Custodian	$ 12.00
6141	7141	Research Analyst	$ 27.40
6142	7142	Research and Development Technician	$ 12.00
6143	7143	Research Assistant	$ 18.01
6144	7144	Safety Records Clerk	$ 12.00
6181	7181	Science Laboratory Technician - Biology	$ 12.34
6182	7182	Science Laboratory Technician - Chemistry	$ 12.34
6148	7148	Science Laboratory Technician - Physics	$ 12.34
6149	7149	Secretary	$ 12.00
6150	7150	Secretary Clerk	$ 12.00
6152	7152	Senior Clerk	$ 12.00
6188	7189	Senior Applications Analyst	$ 44.50
6189	7190	Senior Computer Operator	$ 12.34
6190	7191	Senior Electronic Systems Technician	$ 18.29
6191	7192	Senior Network Administrator	$ 47.83
6192	7193	Senior Technical Support Specialist	$ 17.45
6155	7155	Senior Typist Clerk	$ 12.00

Job Class Codes		Classification	Rate
Short-Term	Substitute		
6156	7156	Sergeant of Campus Police/Employee Transporation Coordinator	$ 20.33
6158	7158	Special Populations Coordinator	$ 17.04
6159	7159	Speech and Language Instructional Aide	$ 13.29
6199	7200	Sports Publicist	$ 12.00
6161	7161	Student Activities Clerk	$ 12.00
6162	7162	Student Affairs Assistant	$ 14.32
6163	7163	Student Affairs Technician	$ 12.05
6164	7164	Student Placement Specialist	$ 12.34
6185	7185	Student Services Assistant I (A&R)	$ 12.00
6183	7183	Student Services Assistant II (A&R)	$ 12.34
6165	7165	Student Services Assistant II (DSPS)	$ 12.34
6166	7166	Supervising Switchboard Operator	$ 12.00
6168	7168	Teacher Assistant/Child Development Center	$ 12.00
6169	7169	Teaching Assistant	$ 13.99
6170	7170	Technical Director/Designer	$ 15.36
6193	7194	Technical Support Coordinator	$ 19.32
6171	7171	Testing Technician	$ 12.00
6172	7172	Theatre Production Manager	$ 16.62
6174	7174	Tutorial Technician	$ 12.00
6175	7175	Typist Clerk	$ 12.00
6194	7196	User Support Coordinator	$ 12.34
6176	7176	Vocational Education and Special Projects Assistant	$ 17.04
6177	7177	Welder	$ 14.32
6178	7178	Window Cashier-Cafeteria	$ 12.00
6179	7179	Writing Center Clerk	$ 12.00

Board Date: June 5, 2019

*New job Classification

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: **Information Item: Citizens' Bond Oversight Committee 2017-18 Annual Report to the Board of Trustees**

ACTION
This item is presented for information only.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
In accordance with the Citizens' Bond Oversight Committee Bylaws (Section 3.3 Annual Report), The Committee shall present to the Board, in public session, an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

The Citizens' Bond Oversight Committee unanimously approved the attached Committee Annual Report at its meeting on May 6, 2019.

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

ATTACHMENT(S)
Citizens' Bond Oversight Committee 2016-17 Annual Report

Cerritos College





2017-18 | ANNUAL REPORT

Cerritos Community College District

Citizens' Bond Oversight Committee

Citizens' Bond Oversight Committee
Annual Report – 2017-2018

Table of Contents

Citizens' Bond Oversight Committee

Introduction	Page i
Executive Summary	Pages 1-2
Statement of Compliance	Page 3
Citizens' Bond Oversight Committee Roster	Page 4

The Bonds

Year Fifteen Commentary	Pages 5-6
Measure CC Bond Fund Expenditures as of June 30, 2018 (by Category)	Page 7
Measure CC Bond Fund Expenditures Year 2004-2018	Pages 8 - 11
Measure G Bond Fund Expenditures as of June 30, 2018 (by Category)	Page 12
Measure G Bond Fund Expenditures Year 2012-2018	Pages 13 - 14
Continuing Disclosure Certificate	Page 15

Appendix

Independent Auditor's Financial Audit	Page 16
Independent Auditor's Performance Audit	Page 16
Citizens' Bond Oversight Committee Agendas and Minutes	Page 16
Citizens' Bond Oversight Committee Bylaws	Page 16
Original Resolution 03-18 and Exhibit A & B	Page 16
Resolution Authorizing 2004 General Obligation Bonds, Series 2006B	Page 16
Resolution Authorizing 2004 General Obligation Bonds, Series 2009C	Page 16
Resolution Authorizing 2004 General Obligation Bonds, Series 2012D	Page 16
Resolution Authorizing 2004 General Obligation Bonds 2014 Refunding, Series A & B	Page 16
Resolution Authorizing 2012 General Obligation Bonds, Series 2014A	Page 16
Resolution Authorizing 2012 General Obligation Bonds, Series 2018B	Page 16

Cerritos Community College District
Citizens' Bond Oversight Committee
Annual Report – Introduction

As outlined in Education Code Section 15278, the role of the Cerritos Community College District (CCCD) Citizens' Bond Oversight Committee is to "inform the public concerning the District's expenditure of revenues received from the sale of bonds authorized by the voters." Members are appointed for two years, with a three-term maximum. Members do not receive any compensation or benefits for their service. The committee meets a minimum of four times per year

As mandated by Proposition 39, the CCCD Board of Trustees is required to appoint an independent citizens' oversight committee of at least seven people. Each member must represent one of the following constituencies: a local business, a senior group, a bona fide taxpayer's association, an enrolled student active in a student group, and an active member of a college supporting organization, such as the foundation or a community advisory group. No district employee or official, vendor, contractor, or consultant may serve on the committee. The Citizens' Bond Oversight Committee met at least yearly for 2017-2018.

The following members serve on the Citizens' Bond Oversight Committee:

Pat Patnaik, (Chair) Community Member
Carmen Amarillas-Rivera, (Vice Chair) Community Member
Richard Fisler, Business Organization Member
Alan Gafford, Bona-Fide Taxpayers Association Member
Phil Herrera, Student Member
Paul Martinez, Support Organization
Parimal Shah, Business Member

Executive Summary

The charter of the Citizens' Bond Oversight Committee for the Cerritos Community College District is to inform the public concerning bond revenue expenditures and to actively "review and report" on the expenditure of these funds. Our committee comprises a cross section of the citizenry who have volunteered their time to represent various constituencies, and fulfill the responsibilities listed above.

During this year of existence, the committee has met on a regular basis; reviewing expenditures, touring campus renovations, asking questions, and expressing concerns and recommendations. This Annual Report of the Citizens' Bond Oversight Committee for the Cerritos Community College District documents the results of these activities and serves to fulfill the basic tenets of the charter.

Within this report is the independent financial and performance audits for the fiscal year ending June 30, 2018, performed by the firm of CliftonLarsonAllen LLP. The committee examined and reviewed the audits on December 17, 2018, the results of which are contained herein.

A summary of Measure CC Bond Expenditures for the Fiscal Year ending June 30, 2018:

Athletic Facilities Projects & Improvements	$	2,192,221
Building Site Improvements	$	184,988
Bond Management	$	8,667
Classrooms & Modernization	$	1,040,274
Energy & Water Efficiency Improvements	$	196,625
Health & Safety Improvements	$	982,238
Information Technology & Equipment	$	1,131,713
Total Expenditures	**$**	**5,736,726**

Executive Summary

A summary of Measure G Bond Expenditures for the Fiscal Year ending June 30, 2018:

Building & Site Improvements	$	1,708,326
Bond Management	$	1,133,295
Classrooms & Modernization	$	28,236,369
Energy & Water Efficiency Improvements	$	5,800,690
Health & Safety Improvements	$	4,604,468
Information Technology & Equipment	$	65,113
Total Expenditures	**$**	**41,548,261**

Statement of Compliance

This Annual Report is submitted to the Board of Trustees by the Citizens' Bond Oversight Committee for the Cerritos Community College District.

This Committee advises that, to the best of its knowledge, the Cerritos Community College District complies with the requirements in Article XIIIA, Section 1(b) (3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure CC and Measure G and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIIIA, Section (b) (s) (a) of the California Constitution.

Respectfully submitted:
Pat Patnaik, Chair
Citizens' Bond Oversight Committee
Date: May 6, 2019

Citizens' Bond Oversight Committee Roster
2017-2018

Member	Representing	Beginning Term	Second Term	Final Term
Alan Gafford	Bona-Fide Taxpayers Association	March 2017 – March 2019	March 2019 – March 2021	March 2021 – March 2023
Richard Fisler	Business Organization	January 2018 – January 2020	January 2020 – January 2022	January 2022 – January 2024
Pat Patnaik	Community Member	January 2018 – January 2020	January 2020- January 2022	January 2022- January 2024
Carmen Amarillas-Rivera	Community Member	January 2018 – January 2020	January 2020 – January 2022	January 2022 – January 2024
Parimal Shah	Senior Citizens' Organization	March 2017 – March 2019	March 2019 – March 2021	March 2021 – March 2023
Paul Martinez	Support Organization	August 2013 – August 2015	January 2018 – January 2020	January 2020 – January 2022
Phillip Herrera	Student	January 2017- January 2019	January 2019 – January 2021	

Terms are based on date of appointment approved by the Board of Trustees.

Measure CC and Measure G Bond Overview

The Citizens' Bond Oversight Committee for the Cerritos Community College District (the District) is pleased to present its Twelfth Annual Report as required by Proposition 39, the legislative authority of Measure CC and Measure G. It is the Committee's responsibility to represent the voters and to oversee the expenditures of bond funds to assure that bond proceeds are expended for the purposes set forth in the ballot measures

On March 2, 2004, the voters in the Cerritos Community College District approved Measure CC, a $210 million General Obligation Bond for Cerritos College. One of the key elements of Measure CC was the establishment of a Bond Oversight Committee, composed of seven (7) interested community members appointed by the District's Board of Trustees. The committee represents a cross section of the Cerritos Community College District.

Eight years later on November 6, 2012, the voters in the Cerritos Community College District approved Measure G, a $350 million General Obligation Bond for Cerritos College, providing funding for the continuing renovation of the nearly 60-year-old campus. In preparation of the final spending of Measure CC monies and the initial spending of Measure G monies, the District's Board of Trustees approved Resolution No. 13-05 on February 6, 2013, adopting Amended and Restated Bylaws that combined Measure CC and Measure G oversight responsibilities into the existing Citizens' Bond Oversight Committee.

The District issued its final Measure CC General Obligation Series 2012D in the amount of $82,825,515 in April 2012 and is in the process of fully expending these funds. For continuity of the building program, the District issued its first Measure G General Obligation Bond Series 2014A in the amount of $100 million in November 2014. Concurrently, the District saved taxpayers $10,995,122.91 by refinancing previously issued Measure CC bonds.

The Health and Wellness Complex construction has steadily progressed this last year, with Phase I construction completed in January 2019. Phase I includes the Conference Center, a 120 person, multipurpose assembly area; the Dance Studios which includes two new studios; a Physical Education building that houses a group fitness room and physical therapy area; plus the main Kinesiology building which includes division offices, weight room, fitness rooms, locker rooms, and six new general purpose classrooms. A grand opening event was held on April 8, 2019 to celebrate and introduce these new spaces to the college community. Phase II is currently underway, with the construction of a new Student Health Center and Team Locker room that will accommodate several different athletic teams. This total project, both Phases, has an estimated project budget of $68 million, with Phase II expected to be completed in the fall of 2020.

Several site improvement projects were completed in the last year. These projects included an Energy Management System upgrade, Chilled Water Loop expansion, and a new Campus Fiber backbone system. Most visible was the completion of a network of 22 Blue Light Emergency Phones, which provide emergency phone service and security cameras across campus and the parking lots. Other completed projects include a new elevator on the exterior of the Social Science and the replacement of the field turf at the stadium.

The Shade Structures located at the Aquatics Center, Alondra Drop Off, North Walk, and South Garden are essentially complete pending a deferred approval of the shading material on the top. The Division of State Architects, the Architect of Record, and the manufacturer/contractor for the project have been working diligently towards approval. It appears that the needed approval is imminent, and once this is acquired, the finished product can be installed and the project considered completed.

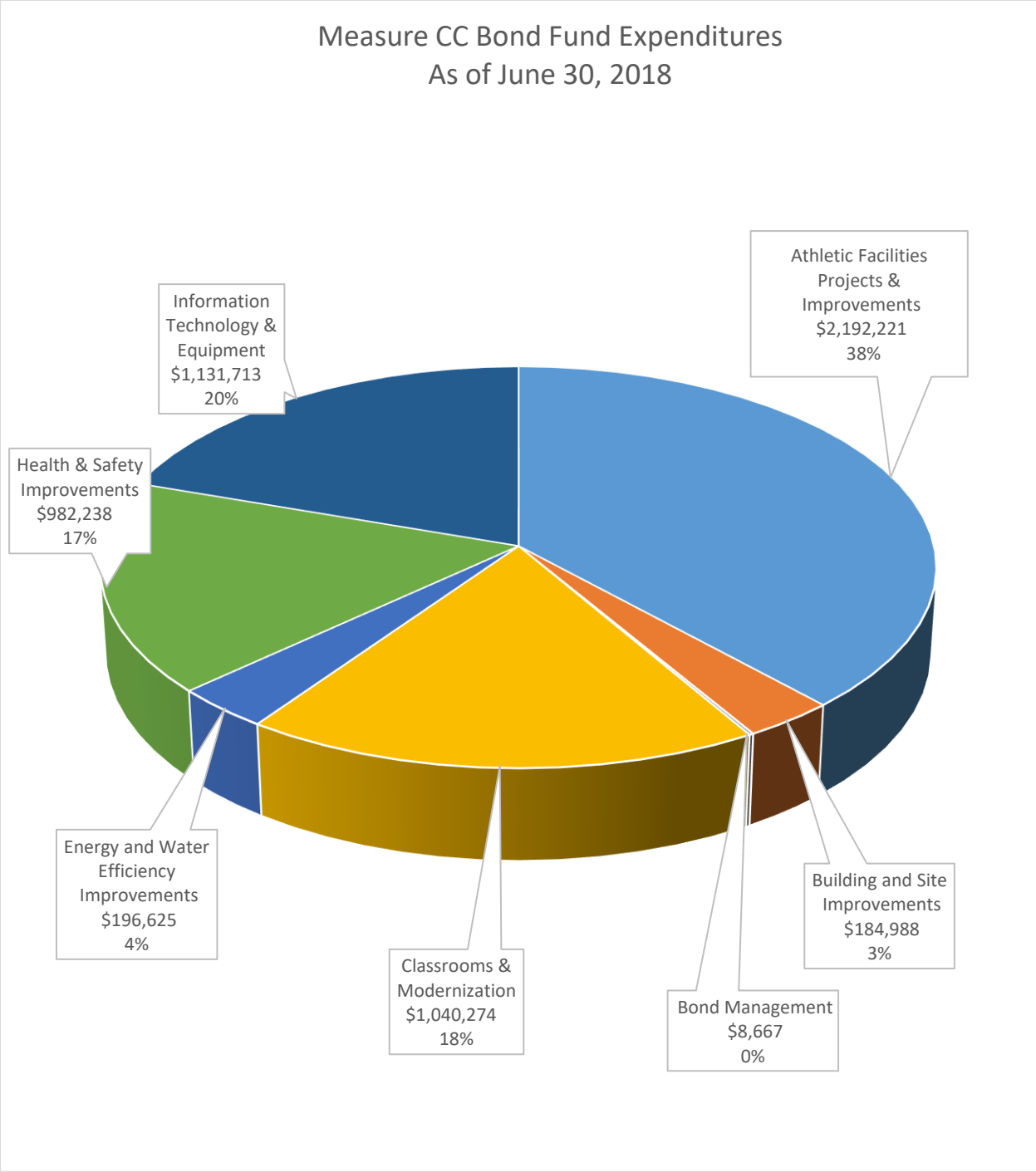
The new Performing Arts Center is currently under construction. A groundbreaking event was held on April 6, 2019 to commemorate this project. This 80,000 square feet building will house a 425-seat theater, performing arts instructional and support space, as well as music instructional and performance space, a black box theater, concessions and offices. The project is estimated to be completed in spring of 2022 and the total project cost is $102 million.

Advancing the bond construction program, a recent RFQ/RFP was conducted to select an architect for the new Student Services/Administration building. Once the final architect is approved, the design phase of this building will begin. This new building fronting Alondra Boulevard will house 14 different user groups, the bookstore, and the Board of Trustees meeting room. The District has also been engaged in developing an updated Facility Master Plan 2019, which will determine the campus building plan well into the next decade.

These are some of the many positive changes that enables Cerritos College to continue to provide top tier educational opportunities for the citizens in our communities. Information on past and future meetings and the ongoing bond projects can be found at Cerritos College's website (www.cerritos.edu/bond). This website provides detailed information about the current Facilities Master Plan and the projects in progress. We welcome all members of the public to attend our meetings.

Challenges:

A continuing challenge is minimizing the disruption to students, faculty and operations stemming from the growing number of construction activities. Other challenges include limited bond proceeds available to build out the current Facilities Master Plan therefore, it is important to leverage bond proceeds with state capital outlay.


Measure CC Bond Fund Expenditures
As of June 30, 2018
Athletic Facilities Projects & Improvements $2,192,221 38%
Information Technology & Equipment $1,131,713 20%
Health & Safety Improvements $982,238 17%
Energy and Water Efficiency Improvements $196,625 4%
Classrooms & Modernization $1,040,274 18%
Bond Management $8,667 0%
Building and Site Improvements $184,988 3%

Cerritos Community College District
Measure CC Bond Fund
Year 2004 - 2018

	2004	2005	2006	2007
Beginning Balance	-	(108,263)	20,220,805	13,413,488
Restatement	-	(1,769,689)	-	-
Adjusted Beginning Balance	-	(1,877,952)	20,220,805	13,413,488
Revenues				
8860 Interest	-	418,642	700,942	2,052,196
8900 Other	-	4,036,000	-	-
8940 Proceeds	-	37,325,000	-	34,845,000
	-	41,779,642	700,942	36,897,196
Expenditures				
1000 Certificated	-	-	-	-
2000 Classified	-	-	-	-
3000 Benefits	-	-	-	-
4000 Supplies/Materials	-	25,260	136,709	4,979
5000 Other Operating	22,530	2,683,626	1,663,612	6,495,003
6000 Capital Outlay	85,733	784,359	5,707,938	1,206,440
7000 Debt Service Principal	-	15,910,000	-	-
7000 Debt Service Interest	-	277,640	-	-
	108,263	19,680,885	7,508,259	7,706,422
7000 Other uses	-	-	-	-
Unadjusted Ending Fund Balance	(108,263)	20,220,805	13,413,488	42,604,262
Ending Fund Balance (Audited)	(108,263)	20,220,805	13,413,488	42,604,262

Cerritos Community College District
Measure CC Bond Fund
Year 2004 - 2018

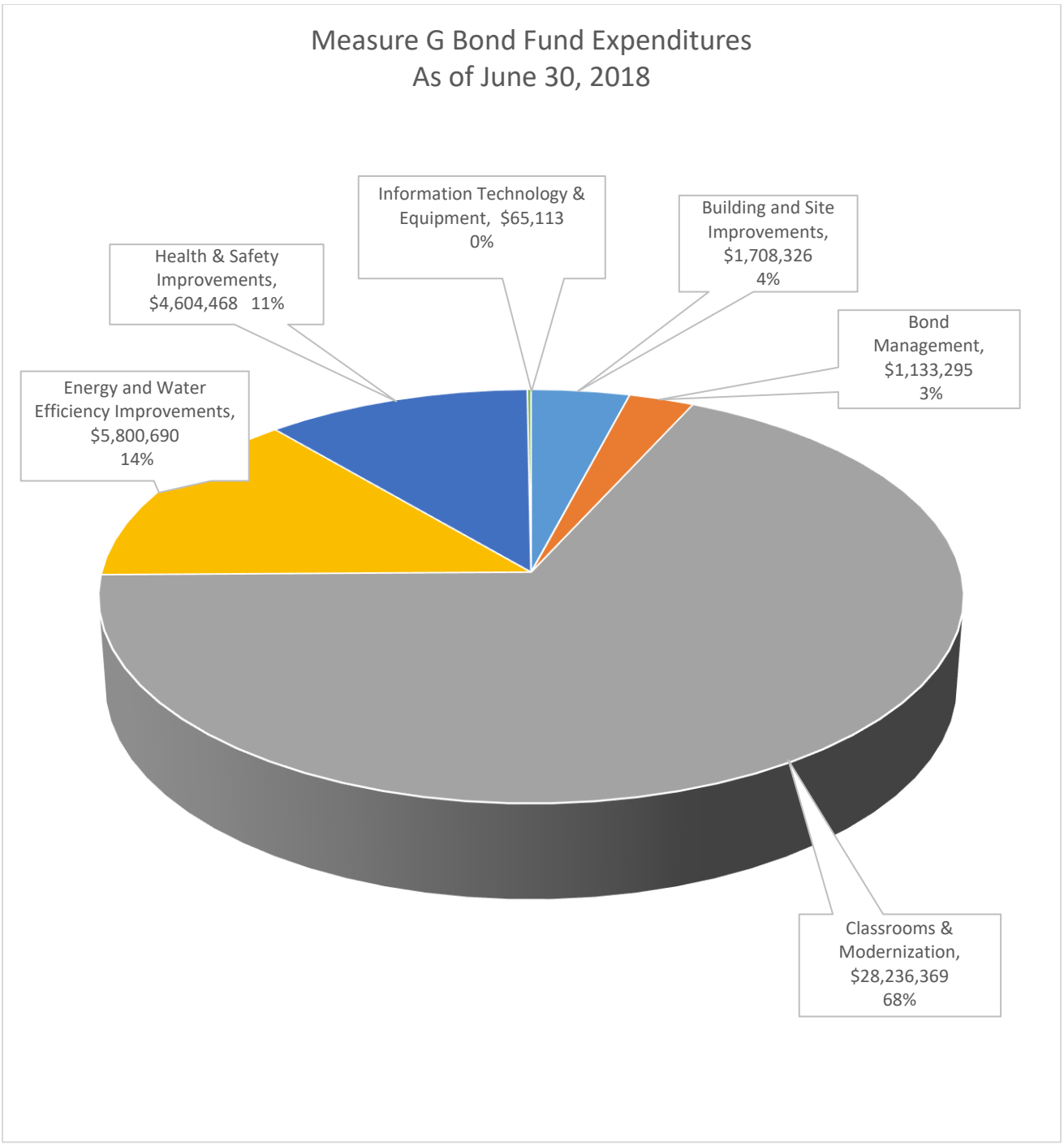
	2008	2009	2010	2011
Beginning Balance	42,604,262	23,763,401	55,324,856	27,889,107
Restatement	-	-	-	-
Adjusted Beginning Balance	42,604,262	23,763,401	55,324,856	27,889,107
Revenues				
8860 Interest	1,781,382	486,162	672,887	306,424
8900 Other	-	-	-	10,150
8940 Proceeds	-	55,000,000	-	20,000,000
	1,781,382	55,486,162	672,887	20,316,574
Expenditures				
1000 Certificated	-	-	-	-
2000 Classified	-	-	-	
3000 Benefits	-	-	-	-
4000 Supplies/Materials	4,427	52,355	763,746	957,330
5000 Other Operating	2,980,585	5,168,886	6,913,495	6,560,267
6000 Capital Outlay	17,637,231	18,703,466	20,431,395	11,856,274
7000 Debt Service Principal	-	-	-	-
7000 Debt Service Interest	-	-	-	-
	20,622,243	23,924,707	28,108,636	19,373,871
7000 Other uses	-	-	-	-
Unadjusted Ending Fund Balance	23,763,401	55,324,856	27,889,107	28,831,810
Ending Fund Balance (Audited)	23,763,401	55,324,856	27,889,107	28,831,810

Cerritos Community College District
Measure CC Bond Fund
Year 2004 - 2018

	2012	2013	2014	2015
Beginning Balance	28,831,810	79,873,511	61,160,720	41,594,161
Restatement	-	-	(1,908,965)	-
Adjusted Beginning Balance	28,831,810	79,873,511	59,251,755	41,594,161
Revenues				
8860 Interest	362,617	481,751	327,677	232,357
8900 Other	60,000	1,004,694	-	-
8940 Proceeds	82,825,515	-	-	-
	83,248,132	1,486,445	327,677	232,357
Expenditures				
1000 Certificated	-	-	-	-
2000 Classified	-	-	-	-
3000 Benefits	-	-	-	-
4000 Supplies/Materials	416,390	209,224	53,500	-
5000 Other Operating	4,973,029	18,579,027	(756,427)	48,015
6000 Capital Outlay	6,204,234	1,410,985	18,688,198	11,857,087
7000 Debt Service Principal	20,000,000	-	-	-
7000 Debt Service Interest	387,778	-	-	-
	31,981,431	20,199,236	17,985,271	11,905,102
7000 Other uses	225,000	-	-	-
Unadjusted Ending Fund Balance	79,873,511	61,160,720	41,594,161	29,921,416
Ending Fund Balance (Audited)	79,873,511	61,160,720	41,594,161	29,921,416

Cerritos Community College District
Measure CC Bond Fund
Year 2004 - 2018

		2016	2017	2018	Total
Beginning Balance		29,921,416	15,123,992	5,686,832	
Restatement		-	-	-	(3,678,654)
Adjusted Beginning Balance		29,921,416	15,123,992	5,686,832	(3,678,654)
Revenues					
8860	Interest	193,635	105,852	49,894	8,172,418
8900	Other	-	-	-	5,110,844
8940	Proceeds	-	-	-	229,995,515
		193,635	105,852	49,894	243,278,777
Expenditures					
1000	Certificated	-	-	-	-
2000	Classified	-	-	-	-
3000	Benefits	-	-	-	-
4000	Supplies/Materials	-	-	-	2,623,920
5000	Other Operating	38,714	(29,350)	8,666	55,349,678
6000	Capital Outlay	14,952,345	9,572,362	5,728,060	144,826,107
7000	Debt Service Principal	-	-	-	35,910,000
7000	Debt Service Interest	-	-	-	665,418
		14,991,059	9,543,012	5,736,726	239,375,123
7000	Other uses	-	-	-	225,000
Unadjusted Ending Fund Balance		15,123,992	5,686,832	-	-
Ending Fund Balance (Audited)		15,123,992	5,686,832	-	-


Measure G Bond Fund Expenditures
As of June 30, 2018
Information Technology & Equipment, $65,113 0%
Building and Site Improvements, $1,708,326 4%
Health & Safety Improvements, $4,604,468 11%
Bond Management, $1,133,295 3%
Energy and Water Efficiency Improvements, $5,800,690 14%
Classrooms & Modernization, $28,236,369 68%

Cerritos Community College District
Measure G Bond Fund
Year 2012 - 2018

	2012	2013	2014	2015
Beginning Balance	-	-	(1,908,964)	(6,853,621)
Restatement	-			
Adjusted Beginning Balance	-	-	(1,908,964)	(6,853,621)
Revenues				
8860 Interest	-	-	-	340,149
8940 Proceeds	-	-	-	100,000,000
8980 Transfers In	-	-	-	-
	-	-	-	100,340,149
Expenditures				
1000 Certificated	-	-	-	-
2000 Classified	-	-	-	-
3000 Benefits	-	-	-	-
4000 Supplies/Materials	-	-	1,663	2,822
5000 Other Operating	-	-	-	478,189
6000 Capital Outlay	-	1,908,964	4,942,994	18,630,367
7000 Debt Service Principal	-	-	-	-
7000 Debt Service Interest		-	-	-
	-	1,908,964	4,944,657	19,111,378
7000 Other uses	-	-	-	-
Unadjusted Ending Fund Balance	-	(1,908,964)	(6,853,621)	74,375,150
Ending Fund Balance (Audited)	-	(1,908,964)	(6,853,621)	74,375,150

Cerritos Community College District
Measure G Bond Fund
Year 2012 - 2018

	2016	2017	2018	Total
Beginning Balance	74,375,150	43,896,392	12,252,658	
Restatement				-
Adjusted Beginning Balance	74,375,150	43,896,392	12,252,658	-
Revenues				
8860 Interest	497,586	360,366	501,225	1,699,326
8940 Proceeds	-	-	75,000,000	175,000,000
8980 Transfers In	-	-	-	-
	497,586	360,366	75,501,225	176,699,326
Expenditures				
1000 Certificated	-	-	-	-
2000 Classified	-	-	-	-
3000 Benefits	-	-	-	-
4000 Supplies/Materials	1,757	2,819	1,132	10,193
5000 Other Operating	26,613	31,135	324,025	859,962
6000 Capital Outlay	30,947,974	31,970,146	41,223,104	129,623,549
7000 Debt Service Principal	-	-	-	-
7000 Debt Service Interest	-	-	-	-
	30,976,344	32,004,100	41,548,261	130,493,704
7000 Other uses	-	-	-	-
Unadjusted Ending Fund Balance	43,896,392	12,252,658	46,205,622	46,205,622
				-
Ending Fund Balance (Audited)	43,896,392	12,252,658	46,205,622	46,205,622

Continuing Disclosure Certificate

The Continuing Disclosure Certificate is executed and delivered by the Cerritos Community College District in connection with issuance of $37,325,000 General Obligation Bonds, Election of 2004, Series 2004A; $38,845,000 General Obligation Bonds, Election of 2004, Series 2006B; $55,000,000 General Obligation Bonds, Election 2004, Series 2009C; $55,000,000 General Obligation Bonds, Election 2004, Series 2009C; $82,825,515 General Obligation Bonds, Election 2004, Series 2012D; $25,135,993 in General Obligation Refunding Bonds issued in 2005; $80,395,000 in General Obligation Refunding Bonds Series A issued in 2014; $17,975,000 in General Obligation Refunding Bonds Series B issued in 2014; $100,000,000 in General Obligation Bonds, Election of 2012, Series 2014A and $75,000,000 in General Obligation Bonds, Election of 2012, Series 2018A.

The Bonds are issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, Article XIIIA of the California Constitution and pursuant to resolutions of the Board of Supervisors of Los Angeles County adopted in 2004 and 2012. The District Resolution and the County Resolution are heretofore referred to as the Resolution. The complete text for the Continuing Disclosure Certificate is available online at: http://cms.cerritos.edu/bond/bond-oversight-committee/continuingdisclosureannualreport.htm

In compliance with Section 4, Number 2 of the Certificate of Disclosure, here are specific answers relating to the period of July 1, 2017 through June 30, 2018.

(A) *State funding received by the District for the last completed fiscal year (2017-2018)*
Combined General Fund unrestricted and restricted - $85,082,706.

(B) *Enrollment for the District for the last completed fiscal year (2017-2018)*
Full Time Equivalent Students – 16,777

(C) *Outstanding District indebtedness*
The District had $324,355,989 in general obligation bonds outstanding as of June 30, 2018.

(D) *Assessed valuation for real property in the District for the last completed fiscal year (2017-2018)*
Assessed Valuation - $45,329,918,950

(E) *List of 10 largest taxpayers, together with their assessed valuation and their percentage of total assessed valuation for the District for the last completed fiscal year; to the extent such information is available from Los Angeles County.*
On file in the County Assessor's office.

(F) *Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the fiscal year.*
Information contained in annual reports from the District is available through the Office of the Vice President of Business Services/Assistant Superintendent.

Appendix

Independent Auditor's Financial Audit
http://cms.cerritos.edu/bond/audit-reports/default.htm

Independent Auditor's Performance Audit
http://cms.cerritos.edu/bond/audit-reports/default.htm

Citizens' Bond Oversight Committee Agendas and Minutes
http://cms.cerritos.edu/bond/bond-oversight-committee/citizens-bond-oversight-committee-agendas-2015-2016.htm

Citizens' Bond Oversight Committee Bylaws
http://cms.cerritos.edu/uploads/Bond/CBOC_Amended_Bylaws (020613).pdf

Original Resolution 03-18 and Exhibit A & B
http://www.cerritos.edu/uploads/Bond/GO_Bond_Resolution_No._03-18_Approved_11-19-03.pdf

Resolution Authorizing 2004 General Obligation Bonds, Series 2006B
http://cms.cerritos.edu/uploads/Board/Agendas/13%20-%20August%202,%202006.pdf

Resolution Authorizing 2004 General Obligation Bonds, Series 2009C
http://cms.cerritos.edu/uploads/Board/BoardBooks/041509%20Board%20Book.pdf

Resolution Authorizing 2004 General Obligation Bonds, Series 2012D
http://cms.cerritos.edu/uploads/Board/BoardBooks/021512_Board_Book.pdf

Resolution Authorizing 2004 General Obligation Bonds, 2014 Refunding, Series A & B
http://cms.cerritos.edu/uploads/Board/BoardBackup/Item_1_Refunding_Bonds.pdf

Resolution Authorizing 2012 General Obligation Bonds, Series 2014A
http://cms.cerritos.edu/uploads/Board/BoardBooks/100114_Board_Book.pdf

Resolution Authorizing 2012 General Obligation Bonds, Series 2018B
http://www.cerritos.edu/board/_includes/docs/BoardBooks/111517%20Board%20Book2.pdf



Elected Board Members

Carmen Avalos, President
Marisa Perez, Vice President
Martha Camacho-Rodriguez, Clerk
James Cody Birkey, Member
Zurich Lewis, Member
Dr. Shin Liu, Member
Dr. Sandra Salazar, Member
Phil Herrera, Student Member

Cerritos College

http://cms.cerritos.edu/bond/

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Graciela Vasquez
Associate Dean
Adult Education & Diversity Programs

SUBJECT: **Information Item: Partnership for Adult and Academic Career Education (PAACE) Three-Year Plan: 2019-2022**

ACTION
This item is presented for information only.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
In accordance with the California Adult Education Program, the Partnership for Adult Academic and Career Education (PAACE) consortium is presenting to the Board, in public session, the 3-year 2019-2022 written planning document which includes the following: pre-planning assessments, community need and customers, goals and strategies, and pilot and implementation.

The PAACE Consortium Members unanimously approved the attached 3-year 2019-2022 Plan at its public regional meeting on April 2, 2019.

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

ATTACHMENT(S)
Partnership for Adult and Academic Career Education (PAACE) Three-Year Plan: 2019-2022

PAACE SOUTHEAST LOS ANGELES
Partnership for Adult Academic and Career Education

Partnership for Adult Academic and Career Education (PAACE)

Three-Year Plan 2019 – 2022

Submitted by
Graciela Vasquez
gvasquez@cerritos.edu
562-860-2451 ext. 2490

PAACE Leadership Team

Graciela Vasquez, PAACE Consortium Project Director, Associate Dean, Adult Education & Diversity Programs, Cerritos Community College

Dr. PaoLing Guo Principal, ABC Adult School

Malcohm Heron, Principal, Bellflower Alternative Education (BAE) Center

Mark Kailiponi, Principal, Somerset High School, Bellflower

Sharon Renfro Todd, Director, Adult Education Norwalk-La Mirada Adult School

Blanca Rochin, Principal, Downey Adult School

Table of Contents

Executive Summary 1
Pre-Planning Assessment 3
Community Need and Customers 14
Goals and Strategies 21
Piloting and Implementation 27

Executive Summary

This three-year plan for 2019-2022 serves as a guidepost to set priorities and pilot initiatives going forward for the PAACE adult education Consortium. A geographic and demographic scan of PAACE regional characteristics—a Consortium with a diverse population topping 438,000 people—confirms a continued, intensive need for the Adult Education Program services of Adult Basic and Secondary Education (literacy and high school diploma/GED), English as a Second Language, and Short-Term Career and Technical Education leading to placement in occupations that surpass living wages. [1]

Following are focus points over the next three years for PAACE agencies Cerritos College, Norwalk-La Mirada Unified School District, Downey Unified School District, ABC Unified School District and Bellflower Unified School District.

(1) **Integrate and align shared data processes to ensure confidence in data collection and accurate student data.** Providing reliable data to track adult education outcomes is a main priority. To increase confidence in data reporting across agencies, PAACE will set up a formal audit of the ASAP student information system and establish a process/system solution to address findings from the audit. This includes surveying Consortium personnel on the degree of confidence in data collected; appointing a data lead for the Consortium to ensure regular training and communication; providing necessary resources to Norwalk-La Mirada as the Consortium works to achieve accurate data collection; establishing a data terms dictionary across the Consortium; and aligning student intake processes across PAACE.

(2) **Conduct targeted marketing of ESL and ABE/ASE needs within PAACE sub-regions based on where the greatest proportion of potential adult students reside**. Enrollments in these program areas dipped slightly in the Consortium overall in the last three years, but the need for these programs remains high based on residents' levels of English language comprehension and educational attainment. The Consortium will deepen engagement within its communities to reach out to adults who may need services in the key program areas. A particular pocket of need for basic skills/HSD education is located at the northernmost tip of the region in Downey, where the proportion of potential to existing students is 60 to 1—the highest in the region. Parts of Downey, the La Palma section of Cerritos, and the Lakewood area to the southwest have the highest proportion of potential ESL students in the Consortium.

[1] U.S. Census Bureau. Public Use Microdata Sample (PUMS). Weighted data allow for analysis at a micro level to generate custom information not available through American Community Survey summary products.

(3) **Create new transitions for adult students through California College Promise.** Guiding adult students into college courses for further advancement toward career goals is a priority. Looking ahead, PAACE proposes to track a cohort of Downey Adult School students as they enroll in the College Promise program in partnership with Cerritos College. Students who meet the program qualifications will be tracked as they move through College Promise, complete post-secondary work and enter or re-enter the workforce. This effort dovetails with existing college and career readiness workshops and student support for transition to college-level work.

(4) **Build on a close relationship with SELACO WDB to maximize adult student outcomes in industry-certified programs and job placement in priority industry sectors that align with students' chosen career technical path.** There is significant potential need for career technical programs for adult residents across the Consortium. PAACE will identify and implement new career technical programs, pre-apprenticeships and industry certification for adult students that align with high priority regional sectors and continue active participation in the Strong Workforce Program LA County regional plan.

(5) **Within Bellflower Unified School District, which has the lowest percent of adult residents in PAACE with an Associate's degree, develop a formal plan for postsecondary and/or careers for adult reentry students.** PAACE will use Naviance college and career planning software currently in use at many of the region's comprehensive high schools to develop a formal plan for Adult Re-Entry students. Staff training, dual enrollment, course offerings, and marketing to broaden services to more adults in the Bellflower area are priorities to impact this area of the Consortium.

Pre-Planning Assessment

OVERVIEW

The PAACE regional Consortium began preparing its three-year 2019-22 plan in 2018. The Consortium hired consultant Bayha Group to analyze data in the Southeast Los Angeles Region and facilitate member discussions at the PAACE team member level for this plan. The main goal of the Consortium remains preparing adults to be college and career ready. This plan builds on themes of expanding course offerings in English as a Second Language and career technical education and maximizing the role of regional partners as well as Cerritos College in bridging the work students begin in traditional adult school programs to larger goals of academic progress and job success.

PAACE members—Cerritos Community College District and ABC, Bellflower, Downey and Norwalk-La Mirada unified school districts—met several times between the end of 2018 and May 2019 to develop this report. The Consortium evaluated its Adult Education Block Grant (AEBG/California Adult Education Program) and self-reported student outcomes of those achieving a diploma/high school equivalency; postsecondary program completion; job entry; increased wages; and successful transitions to post-secondary programs.

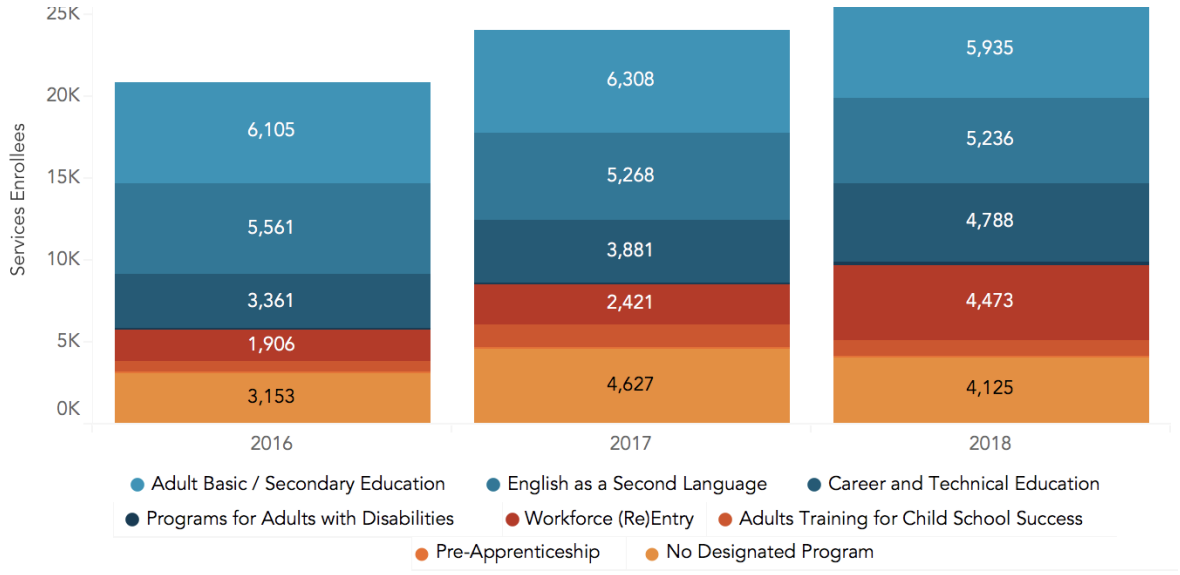
LEVELS AND TYPES OF SERVICES

Bayha Group facilitated data analysis based on demographics and reporting from each member agency and helped draft a progress report on data management and concerns at the local level. The Consortium examined service enrollees in supportive services, training services, transition services and career services, and looked at measurable skills gains from pre- and post-testing in literacy for adult learners enrolled in program areas in the allowable AEBG categories: English as a Second Language; Adult Basic Skills and High School Diploma/High School Equivalency; CTE; Programs for Adults With Disabilities; Adults Training for Child School Success; Workforce entry/reentry; and Pre-apprenticeship.

Over the past three years, the Consortium has seen significant growth in services provided and in the number of adults benefiting from PAACE education and training programs. Students served have increased over 21 percent, up from a little over 17,376 adults in 2015-2016 to 21,123 in 2018-2019.[2]

[2] Source: TOPSPro Enterprise. Numbers reflect Student Services Enrollees.

Figure 1. Total Adults Served by PAACE Instructional Programs and Supportive Services



Most of this growth came from increased enrollment in Short-Term Career and Technical Education and Workforce (Re)Entry programs and services, which together constitute over a third (35%) of the Consortium's enrollments in program year 2017-18.[3] This growth aligns with shifting state priorities and resources devoted to workforce preparation and boosting the local economy. Enrollments in Adult Basic and Secondary Education and English as a Second Language remain strong and comprise about 43 percent of adults served by Consortium agencies.

One of the aims of the PAACE Consortium has been to expand services to underserved areas and to transition adult learners into postsecondary and the workforce. Consortium agencies focused on reestablishing services in Bellflower, which lost its adult education funding in 2012, and to developing a sustainable model across the region to provide academic and career guidance, counseling, and transition support. Transition teams were established to help bridge adult education to college and workforce training opportunities. Data sharing agreements and procedures were put into place with member agencies and with SELACO WDB, which provided agency level access to their CalJOBS system.

[3] Duplicated across but not within program areas.

Adults Receiving Student Support Services

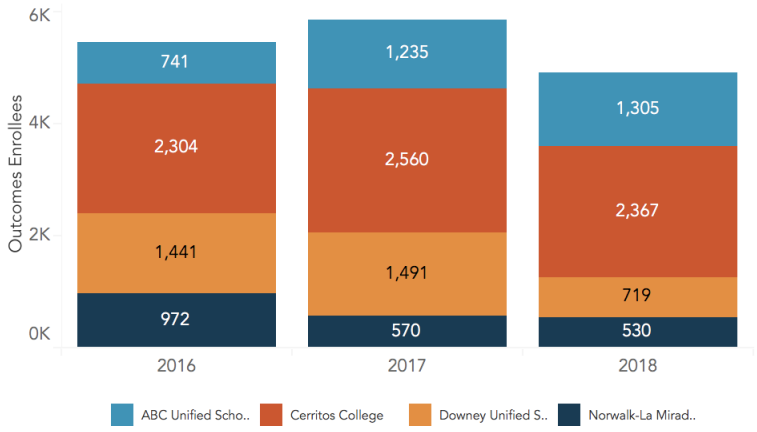
	2016	2017	2018
Supportive Services Received	0	1,343	2,650
Training Services Received	0	1,975	2,810
Career Services Received	0	2,305	3,106
Transition Services Received	1,488	3,113	5,480

While system alignment remains a work in progress, data collected over the prior planning period highlight the Consortium's success in advancing its core goals. In 2015-16, for example, just 1,488 students were reported as receiving any kind of support services among agencies. By the 2017-18 program year, however, this number skyrocketed to over 14,000. The enhanced focus on support services indicates significant momentum toward the Consortium's mission to accurately track student data, execute a shared vision and align resources accordingly.

ADULT BASIC / SECONDARY EDUCATION

Adult basic and secondary education programs provide opportunities for adults to improve literacy and numeracy skills while completing their high school diploma or GED. Traditionally, this program area is broken into Adult Basic Education (ABE), which denotes educational attainment levels approximating middle school or less, and Adult Secondary Education (ASE), which aligns to high school literacy and numeracy levels.

Enrollments in Adult Basic / Secondary Education by Agency and Program Year

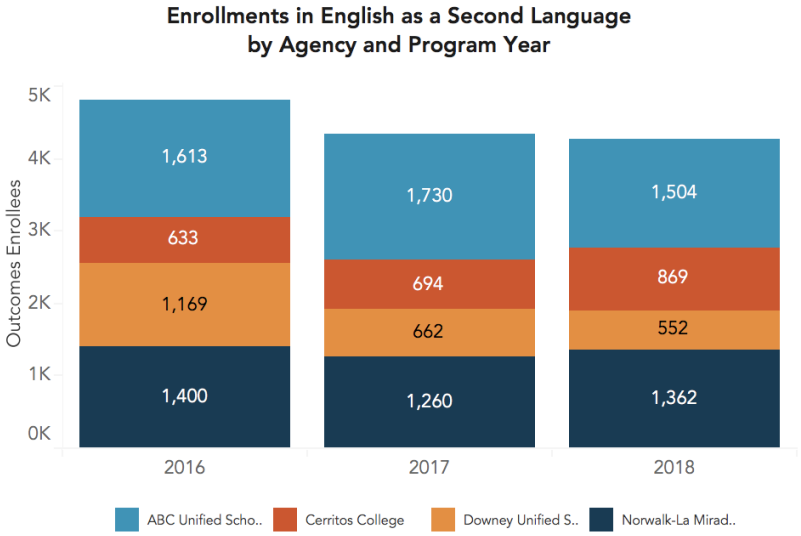


In 2017-18, the Consortium enrolled 4,921 students in ABE/ASE programs. This is a decrease from 2016-17, which saw enrollments in ABE / ASE at 5,856 students for the program year. The biggest decline in ABE/ASE enrollment occurred in Downey, where the number of students in these program areas dropped by more than half. This is an area to investigate further, as pockets of Downey also show the greatest need in the Consortium for ABE/ASE programs, with the proportion of potential to existing students at 60 to 1—the highest in the region.

It is important to note that while Downey's numbers decreased, student outcomes held strong. In 2017-18, Downey reported a job placement rate of over 90 percent and a 52 percent HSD / HSE achievement rate among students enrolled in ABE / ASE programs, far exceeding Consortium averages of 41 percent and 16 percent for both metrics.

ENGLISH AS A SECOND LANGUAGE / ENGLISH LANGUAGE CIVICS

Programs in ESL / EL Civics are designed to help immigrants learn or improve their English skills and, for those seeking it, help prepare them for US citizenship examinations. Overall, ESL enrollment in the Consortium fell 11 percent between 2015-16 and 2017-18. In 2017-18, ABC Adult schools had the largest number of English Language Learners (ELLs) within the region at 1,504 students, which is a moderate decrease from the previous year's high of 1,730. Norwalk is the second largest, with 1,362, which is an increase of about 8 percent from the year prior.



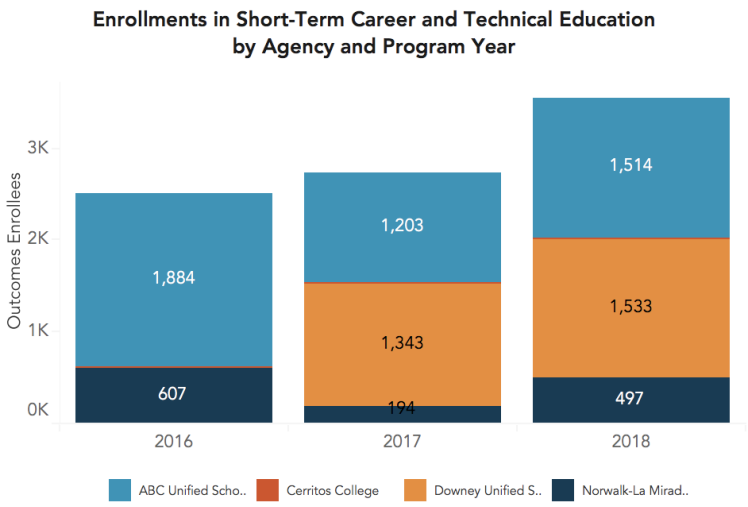
Cerritos too enjoyed growth in this program area, with an uptick in enrollments of approximately 25 percent in 2017-18, which overall reflects a 37 percent increase from program year 2015-16.

As with ABE / ASE, Downey's ESL enrollments decreased over the last program cycle, a trend that appears to have begun in 2015-16 and continued into 2017-18.

Despite apparent decreases in the number of students served, the percentage of Measurable Skills Gains Enrollees have increased slightly, up about 4 percent for enrollees and a little over 12 percent for enrollees with paired pre- and post-test CASAS scores. Likewise, the consortium has also seen growth in Educational Functioning Level gains for ESL students, up from 38 percent to a healthy 42 percent.

SHORT-TERM CAREER AND TECHNICAL EDUCATION

Short-term Career and Technical Education (CTE) programs provide training in high-demand industries leading to postsecondary level certifications, industry-valued licenses, and ultimately, living wage jobs. Typically, short-term CTE programs are designed to take less than one-year to complete, though this may vary by program and agency.



Overall, Consortium agencies have seen the most growth in CTE programs across the region. This is due in large part to the rapid expansion of CTE offerings by Downey Adult School, which went from a total of 21 CTE students in 2015-16 to a little over 1,500 in 2017-18. Downey's partners grew their programs as well. ABC Adult School, for example, grew their CTE programs by 25 percent and Norwalk-La Mirada more than doubled their CTE program enrollments in 2017-18. Despite being a regional powerhouse in CTE, Cerritos College did not offer non-credit short-term programs for the adult education population in 2017-18.

CONSORTIUM EFFECTIVENESS

PAACE team members took the California Adult Education self-assessment to evaluate progress in making measurable gains for adult learners across five areas. Following the state rubric, the Consortium looked at:

(1) Capacity to coordinate adult education (staffing)

a. Progress: Consortium members hired new staff and realigned positions to fit the needs of adult learners. For example, ABC Unified hired a navigator to help students understand the adult school process and identify individual goals.

b. Opportunities for future growth: PAACE will assign a data head to coordinate all student data collection and reporting and ensure common definitions and promote greater confidence in data across the Consortium.

(2) Engaging prospective students and meeting community needs

a. Progress: Norwalk-La Mirada and Downey Adult School began offering ROP classes on site and revamped its CTE offerings to include a more high-tech, relevant experience for students through the purchase of new equipment and

professional development. ABC Unified started new CTE pathways in cosmetology and dental assistant, responding to community and employer demand for workers with training in these areas.

b. Opportunities for future growth: This plan pinpoints needs in ESL, ABE/ASE and short-term CTE at the neighborhood level and outlines a pilot program for Downey Adult School ESL students to transition to college coursework through California College Promise in partnership with Cerritos College.

(3) Entry through effective 'high-touch' orientations and individualized support services

a. Progress: The Consortium has added programs and new onboarding/intake services for adult learners.

b. Opportunities for future growth: Bellflower plans to add Naviance college and career software planning availability for adult students. This software is currently used throughout California high schools for traditional students. The goal is to help adult learners lay out next steps to take toward their individual goals after earning a HSD or equivalent. The PAACE Consortium will provide collective outreach and marketing to all Bellflower residents.

(4) Progress aligning curricula & offering concurrent enrollment/contextualized basic skills

a. Progress: For the first time, the Consortium began offering non-credit, contextualized CTE courses at Cerritos College to support student outcomes and the effective use of classroom time. As a point of entry for students needing extra support, Cerritos College staff reaches out to adult school populations to market a non-credit program in automotive services that feeds into a for-credit automotive program. The College offers non-credit contextualized education in math and English to students interested in its Associate's program for Speech and Language Pathology Assistants.

b. Opportunities for future growth: PAACE will focus on more flexible arrangements among agencies and industry in addition to formal agreements to onramp adult students into college coursework. There is also a need to develop data systems to measure effectiveness and progress for adult students who transition into CTE credit-bearing courses through Cerritos College.

(5) Completion/transitioning adult learners to postsecondary programs or the workforce

a. Progress: Build bridges for students to continue postsecondary work at local colleges and to find employment through partnership with the local WDB and industry connections. The CTE-to-work transition was ramped up in several

programs, including a non-credit renewable energy CTE curriculum offered at Cerritos College.

b. Opportunities for future growth: Cerritos College is exploring new ways to open its apprenticeship programs to more adult learners, creating a pre-apprenticeship program for adults to be able to transition and apply to registered apprenticeship programs such as fire sprinkler installers and ironworkers. This ties to the College's apprenticeship programs in the construction trades. By 2022, a group of Downey Adult Education students will participate in the College Promise program in partnership with Cerritos College to receive two years of free tuition for students who have completed their HSD or equivalent and who meet certain requirements.

KEY PARTNERS

Consortium agencies have strong partnerships with regional service providers across the region. In particular, the Consortium has developed robust pathways between the Consortium and the regional workforce development board, which it intends to continue to develop over the next three-year cycle. Additional partnerships may be found in the table below.



14
Industry Partners



3
Libraries



7
Schools and Colleges



12
Social Service Agencies

Table 1. Key Service Providers

Provider Name	Provider Type	Address or location(s) where AE services are provided	Program Areas	If other, provide a brief description of services provided
Southeast Los Angeles County Workforce Development Board (SELACO WDB))	Workforce Partners	10900 183rd St #392, Cerritos, CA 90703	CTE, WR	Education, academic support, counseling, leadership training, career development/employment training
Los Angeles County Office of Education (LACOE)	Education & Training Providers	9300 Imperial Hwy, Downey, CA 90242	CTE, WR	Education, academic support, counseling, leadership training, career development/employment training
Los Angeles County America's Job Center of California	Workforce Partners	10400 Pioneer Blvd, Santa Fe Springs, CA 90670	CTE, WR, Other	Education, academic support, counseling, leadership training, career development/employment training

Provider Name	Provider Type	Address or location(s) where AE services are provided	Program Areas	If other, provide a brief description of services provided
Office of LA County Supervisor Janice Hahn	Government	11911 Artesia Blvd., Suite #104A Cerritos, Ca. 90703	Other	Legislative mandates, government resources, community and non-profit partnerships
City of Norwalk	Government Agency	12700 Norwalk Blvd. Norwalk, CA 90650	Other	Provides scholarships to cover tuition for city residents participating in Career Training courses.
Los Angeles County Department of Children and Family Services (DCFS)	Social & Welfare	4060 Watson Plaza Dr, Lakewood, CA 90712	ESL	Social and Welfare services
Employment Development Department (EDD) of state of CA	Workforce Partners	5301 Whittier Blvd, East Los Angeles, CA 90022	WR, Other	Social and Welfare services
Los Angeles County Department of Mental Health	Social and Welfare	224 E 6th St, Los Angeles, CA 90014	AWD, WR	Social and welfare services specialized for foster care
Los Angeles County Department of Rehabilitation	Social and Welfare	5140 Florence Ave D, Bell, CA 90201	CTE, AWD, WR	Social and welfare services, education, academic support, counseling, leadership training, career development/employment training
Norwalk EDD America's Job Center of California	Workforce Partners	10400-9 Pioneer Blvd, Santa Fe Springs, CA 90670	CTE, WR	
Field of Dreams Learning, Inc.	Community Based Organizations	15014 Studebaker Rd., Norwalk, CA 90650	Other	
Northgate Markets	Industry Partner	11660 Firestone Blvd, Norwalk, CA 90650	CTE, WR	
U.S. Dept. of Veterans Affairs	Govt. Agency	5730 Uplander Way #100, Culver City, CA 90230	Other	
Centro Latino for Literacy	Community Based Organizations	1719 W 8th St, Los Angeles, CA 90017	ESL	
Southeast Regional Occupational Program and Downey Unified School District ROP	Education & Training Providers	12940 E. Foster Rd., Norwalk, CA 90650	WR, PA	

Provider Name	Provider Type	Address or location(s) where AE services are provided	Program Areas	If other, provide a brief description of services provided
Fedde Community Resource Center	Community Based Organizations	21409 South Elaine Avenue, Hawaiian Gardens, CA 90716	Other	
California Conservation Corps	California State Department Agency	11401 South Bloomfield Ave., Norwalk CA 90650	CTE	
Community Youth Corps (CYC)	Employment program	11538 Rosecrans Ave, Norwalk, CA 90650	CTE	
Metropolitan State Hospital -- Golden Vista School	Education & Training Providers	11401 Bloomfield Ave, Norwalk, CA 90650	CTE, WR	
Mexican Consulate	Govt. agency	2401 W 6th St, Los Angeles, CA 90057	ESL, Other	
Vans Distribution Center	Industry Partner	15700 Shoemaker Ave. Santa Fe Springs, CA 90670	ESL	
Shaw Industries	Industry Partner	15299 Bonavista Ave, Santa Fe Springs, CA 90670	ESL	

ESTIMATED FUNDING 2019 - 2022

Consortium agencies are committed to leveraging resources to enhance student programs and improve student achievement within the region. Sources of funding include CAEP, CalWORKS, Perkins V funds, and WIOA II, with total funding projected at approximately $50M for the 2019 - 2022 planning cycle. CAEP dollars constitute the largest proportion of the Consortium's funding at about 83 percent overall. The remaining 17 percent comes from a combination of state / federal sources, including CalWORKS, Perkins V, and WIOA II, and from community college apportionments. See Table 2 for additional details.

Table 2. Funding for Adult Education Programs and Services

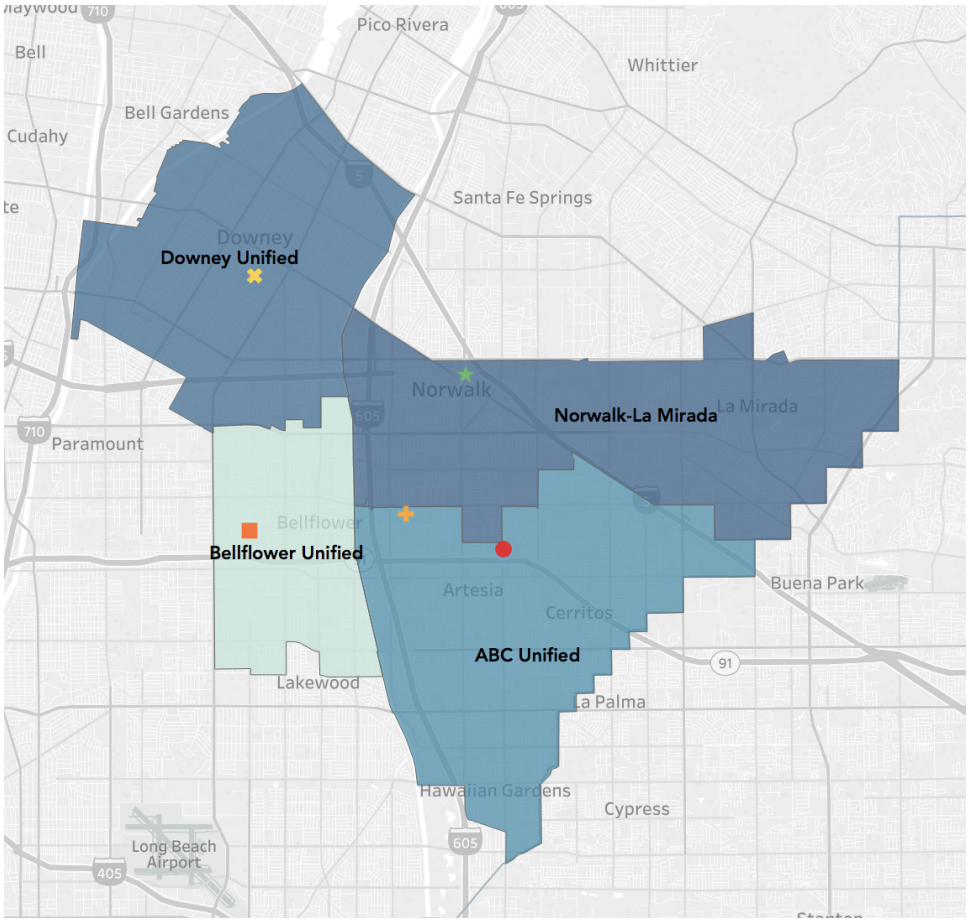
Source and Type of Funds	Funding Estimates FY 2019-20	Funding Estimates FY 2020-21	Funding Estimates FY 2021-22
AEP	$14,764,425	$15,296,610	$15,850,762
CalWORKs	$205,230	$206,000	$207,000
CCD Apportionment	$1,465,326	$1,494,632	$1,524,524
LCFF / District Funds	$1,000,000	$1,000,000	$1,000,000
Perkins V	$273,609	$275,000	$280,000
WIOA II	$1,348,739	$1,350,755	$1,355,755
Total	**$19,057,329**	**$19,622,997**	**$20,218,041**

Community Need and Customers

REGIONAL OVERVIEW

The Partnership for Adult Academic and Career Education Regional Consortium (PAACE) incorporates a region of Los Angeles County known for its solid middle-class roots and history of aerospace innovation. Its members—Cerritos College, ABC Unified School District, Bellflower Unified School District, Norwalk-La Mirada Unified School District and Downey Unified School District—represent over 335,000 adults in the cities of Artesia, Bellflower, Cerritos, Downey, Lakewood, La Mirada, Hawaiian Gardens, and Norwalk. These districts share similar educational philosophies and enjoy physical proximity; no more than four miles separates school facilities within the Consortium.

Figure 2. PAACE Consortium Regional Boundaries



The northernmost area of the region accounts for over half the population, with Norwalk-La Mirada Unified School District accounting for the largest portion of the area's population 18 and over at 96,162 (29%), followed by Downey at 93,050 (28%). To the south, ABC Unified accounts

for about 25 percent of the population and Bellflower Unified School District for about 18.5 percent.

Race and Hispanic Origin

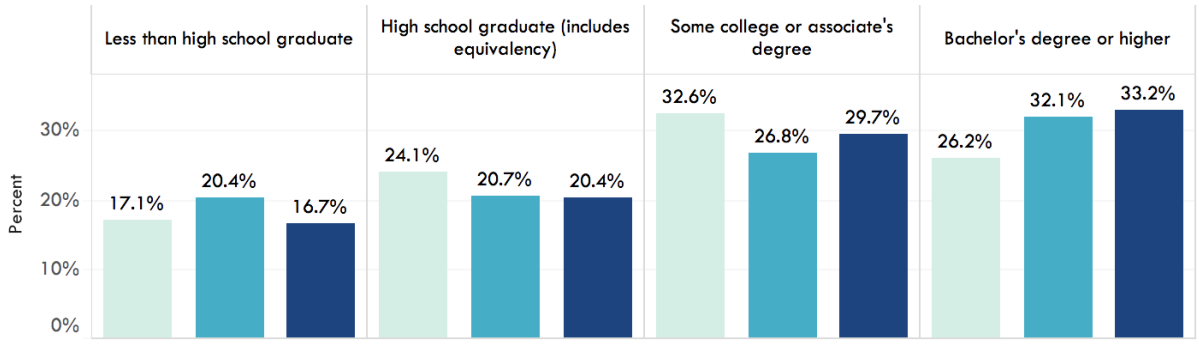
Hispanics make up the largest proportion of the population within the PAACE region. Bellflower, Norwalk, and Downey are majority-Latino cities, and the vast majority —79 percent—are of Mexican heritage. Immigrants from Central American countries constitute approximately 9 percent of the Hispanic population. The largest of these are from El Salvador, with a population in the region estimated at 11,152, and Guatemala, estimated at 6,332. Smaller pockets of Central and South Americans hailing from Nicaragua, Columbia, Peru, and Ecuador, among others, may also be found throughout the region.

There are sizeable pockets of Asian communities within the PAACE region as well. The majority reside in the ABC / Cerritos sub region, extending both east into Bellflower and west along the southern border of the Consortium region to the easternmost tip of the Norwalk-La Mirada. American Community Census data on languages spoken at home indicate subpopulations of Filipinos, Koreans, and Chinese. Areas with large proportions of immigrants may benefit from adult education programs and services, especially when first- and second-generation immigrants who often have the greatest need for such services.

Educational Attainment

Approximately one-third of adults between the ages of 24 and 64 in California (33 percent) and in Los Angeles county (32 percent) have a bachelor's degree or higher, whereas in the PAACE region, the same may be said of only a little over a quarter (26 percent) of the population. Conversely, the PAACE region does have higher rates of high school graduates and percent of adults with some college or Associate's degrees. The PAACE region is tied with Los Angeles county for percent of adults with a high school diploma or less at 41 percent, which is slightly higher than the state average of 37 percent.

Figure 3. Educational Attainment for the Population 24 - 64



While educational attainment for the population 18 and over varies across the region, generally speaking, southwestern parts of the region tend to have higher achievement rates than those in the Northeast. Nearly one-third of the population over 18 in Downey, for example, have less

than a high school diploma (32.5%). Neighboring Norwalk-La Mirada has similarly high proportions at 29 percent of the population with less than a high school diploma. Moving Southwest, these rates decrease sharply, with ABC Unified at 20 percent and Bellflower at 18 percent. However, unlike ABC Unified, which shows the highest rates of educational attainment in the region at 30 percent with an Associate's degree or more, Bellflower stagnates at 17 percent—the lowest in the area.

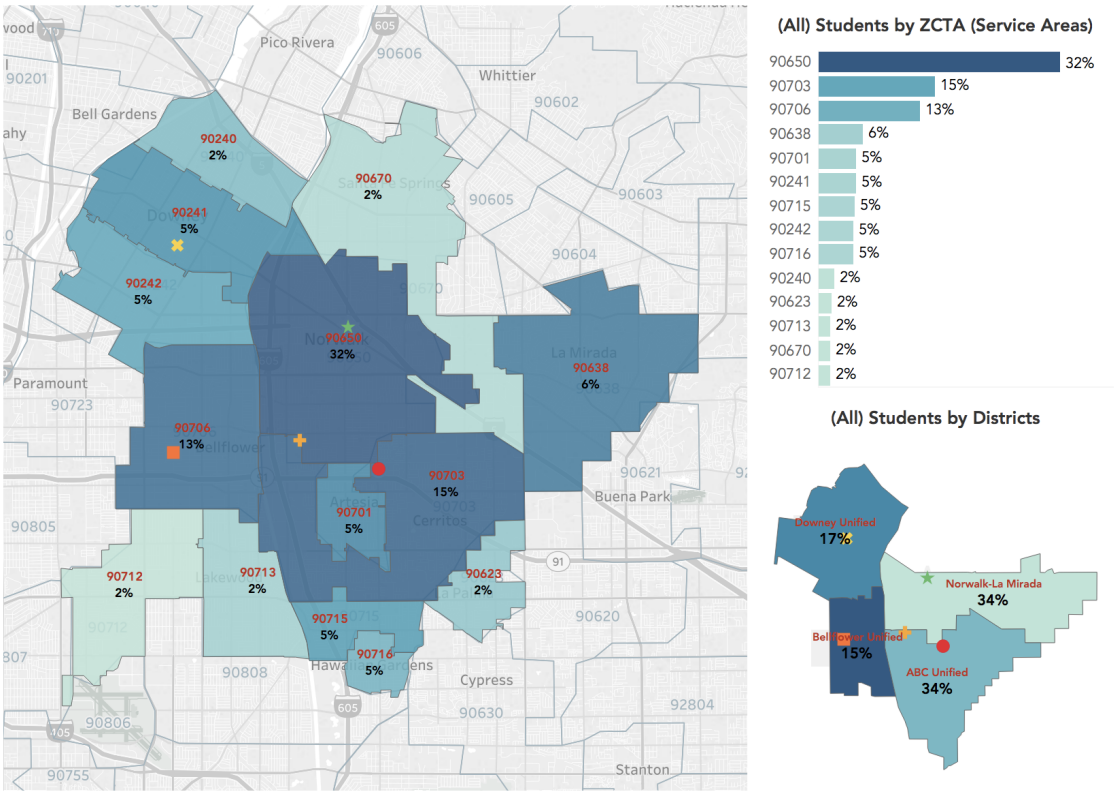
REGIONAL NEED FOR ADULT EDUCATION AND TRAINING PROGRAMS

To identify populations that may be currently underserved, and to help inform conversations about ways to better serve populations with the greatest need within the Consortium's service area, composite measures based on number of students currently served and estimated needs were developed for each of the core program areas (i.e., ABE / ASE, ESL, CTE). The needs were aggregated at zip code and regional geographies to highlight disparate service levels. Likewise, analyses were intended to identify and clarify regional service areas, which could potentially extend beyond the parameters of state boundaries. Student-level data were provided to the Bayha Group from each agency for the program year 2017-18 and geocoded to compare existing and potential student populations.[4] In all, approximately 14,547 unique student records were geocoded.

In general, most PAACE students—approximately 93 percent—live within 10 miles of the Consortium's geographical center. Students may be found centrally located within the region in one of three zip codes: 90650 (Norwalk), 90706 (Bellflower), and 90706 (Cerritos). The most densely populated of these is Norwalk (90650) with 35 percent of the total student population, more than double the number of students found in the next largest zip code, 90706.

[4] Cerritos college data reflects enrollments in the 2018-19 program year as 2017-18 data were unavailable.

Figure 4. Students by Zip Code

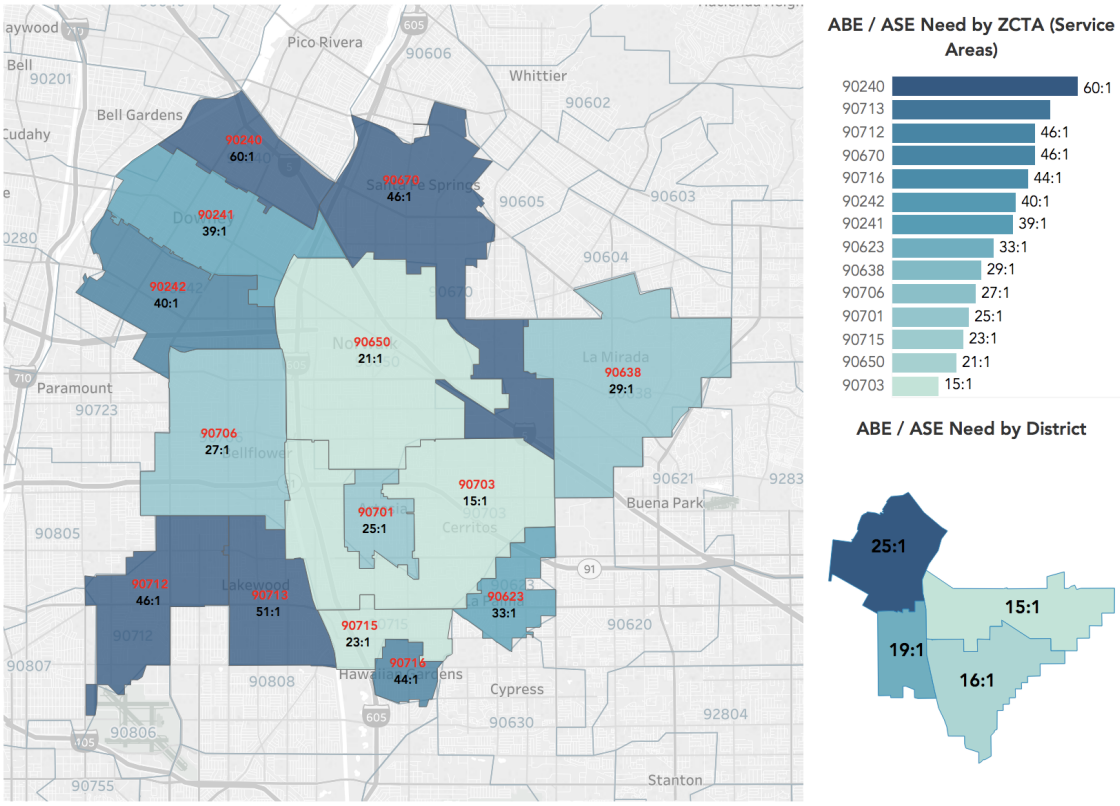


For the purposes of this plan, the regional service area for the PAACE Consortium consists primarily of the four school districts that comprise the region's official Consortium boundaries, and secondarily, the 14 zip codes that they overlap.

ADULT BASIC / SECONDARY EDUCATION

The population in need of ABE/ASE programs align closely to the census data on educational attainment, specifically, adults over the age of 18 with less than a high school diploma. When compared against current enrollment, Consortium agencies serve ABE / ASE populations in much higher proportions in the centermost zip codes within the region. The strongest of these is zip code 90703 in Cerritos, which shows a 15 to 1 ratio of potential to existing students. Moving outward—and particularly heading west—from the center of the region we see these ratios increase significantly. At the northernmost tip of the region in Downey, the proportion of potential to existing students increases to 60 to 1—the highest in the region.

Figure 5. ABE / ASE Need by Zip Code

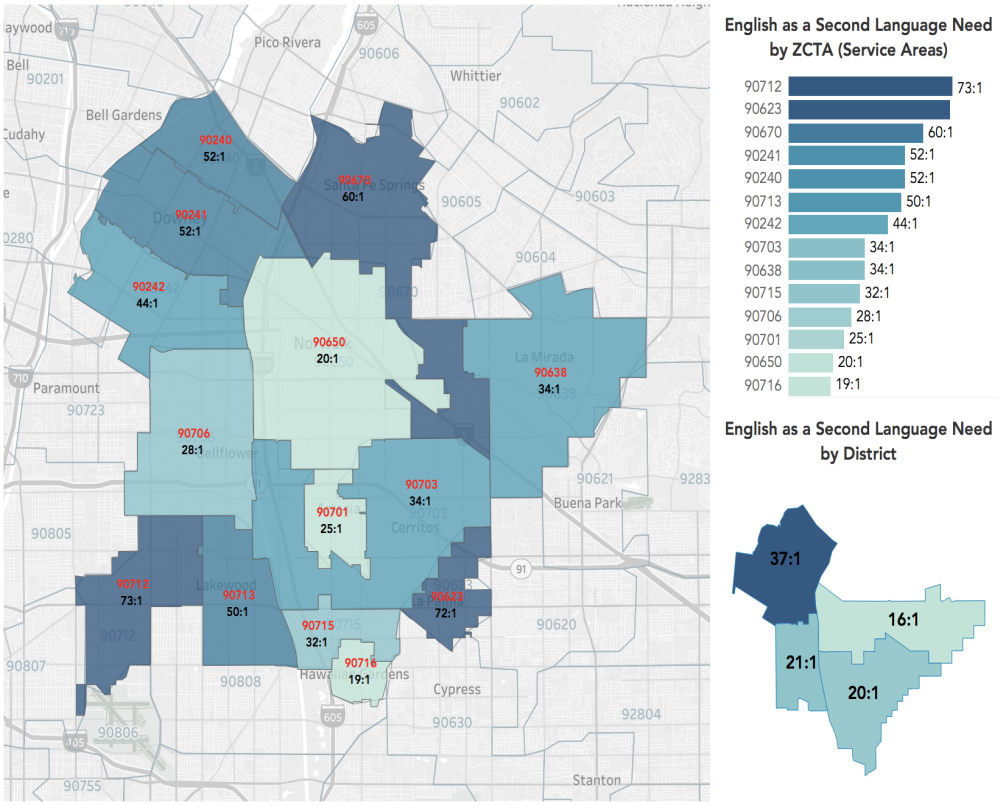


ENGLISH AS A SECOND LANGUAGE / ENGLISH LANGUAGE CIVICS

The target population for ESL and citizenship programs typically consists of adults who a) speak a language other than English at home and b) whose command of the English language is at or below high school levels—i.e., individuals who speak English less than "very well."

While centrally located, 90650 in Norwalk has one of the largest populations of potential English language learners in the region. Overall, the highest concentration of adults meeting this definition are found along the northwest edge of the PAACE service area, with 90201 (Bell Gardens) having the largest population, followed by 90280 (South Gate), and 90262 (Lynwood).

Figure 6. ESL Need by Zip Code

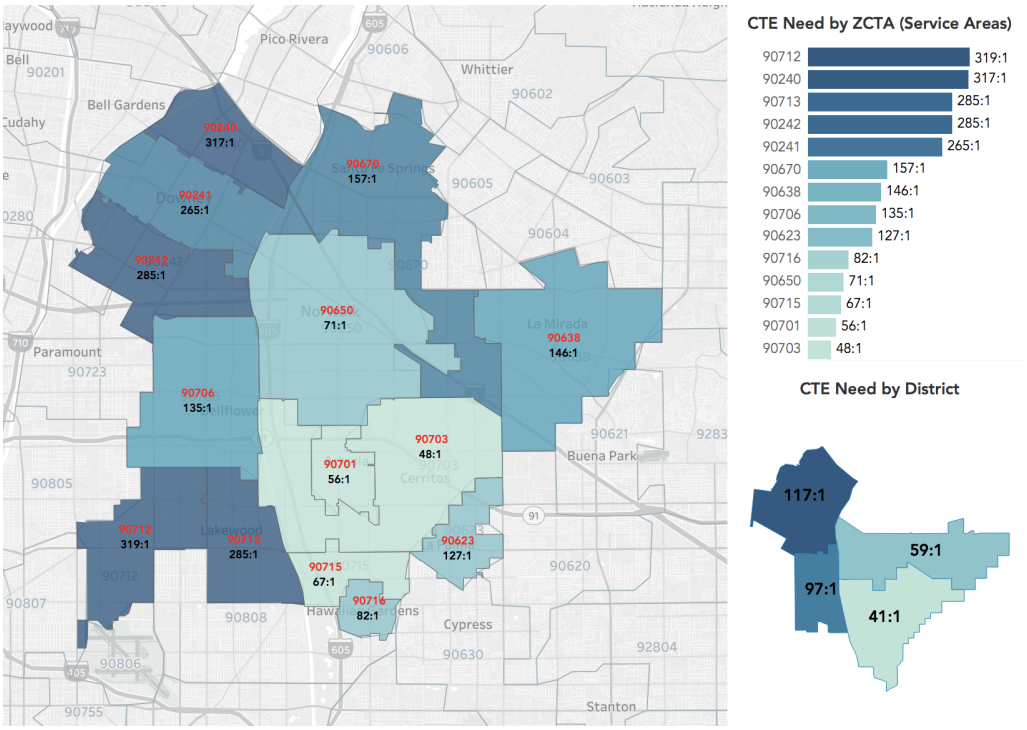


SHORT-TERM CAREER AND TECHNICAL EDUCATION

Short-term Career and Technical Education (CTE) programs provide training in high-demand industries leading to postsecondary level certifications, industry-valued licenses, and ultimately, living wage jobs. Typically, short-term CTE programs are designed to take less than one year to complete, though this may vary by program and agency. The population segments most closely aligned to this program area are adults with a high school diploma or equivalent and adults with some college but no degree.

The largest number of CTE students is in the Norwalk-La Mirada Unified district area, followed by Downey Unified, ABC Unified, and finally, Bellflower Unified. Zip code 90650 in Norwalk has the highest concentration of CTE students at 481. Adjacent zip codes 90703 (Cerritos) and 90706 (Bellflower) also have large numbers of current CTE students at 244 and 199, respectively. Figure 7 below shows that the need is great for short-term CTE programs in the Consortium, based on the levels of educational attainment of adults living in the region.

Figure 7. CTE Need by Zip Code



Goals and Strategies

The PAACE Consortium concentrates goals in three main areas: (1) Meeting Regional Needs & Targeted Program Growth; (2) Counseling/Support Services; and (3) Data Management. These goals support progress in addressing community needs and improving student outcomes; integrating services, including intake and placement of students; and improving transitions into postsecondary education and the workforce.

(1) Meeting Regional Needs & Targeted Program Growth

G1. Align offerings of ESL courses/citizenship courses based on community needs (see data analysis of regional needs in "Community Need and Customers" section above).

S1.1. Compare enrollments in ESL courses to new number to ensure more ESL courses are reaching community members. The Consortium has increased citizenship classes by several hours per week; increased evening ESL class offerings; and increased contextualized education classes for ESL students in computer/technology/math essentials.

G2. Continue to expand non-credit contextualized support in Math and English in CTE courses through programs that help adult students transition to high-demand occupations.

S2.1. Develop programs based on the local labor market in partnership with the Strong Workforce Program LA/Orange County Regional consortium. Examples of this model include the automotive technology pathway at Cerritos College that feeds into a credit program, its Speech and Language Pathology program, and a future solar energy program that aligns with the renewable energy sector. Additionally, pre-apprenticeship opportunities tie into eventual careers in established fields.

G3. Provide comprehensive Adult Education in Bellflower with student support, dual enrollment opportunities and clear transitions to postsecondary and high-priority occupations.

S3.1. Track number of Bellflower residents enrolled in PAACE consortium Adult Education courses; track student completion, postsecondary work and careers in growth industries. Bellflower coordinates ESL and GED course offerings with PAACE members.

G4. Maintain strong Cerritos College satellite site at Norwalk-La Mirada Adult School.

S4.1. Beginning in fall 2017, staff at the College and school district worked together to provide instructors and reach community members to attend courses at NLMAS.

G5. Increase courses and programs with an emphasis on collaborative agreements or MOUs, as formal articulation agreements have been difficult to achieve. The focus is shifting to alignment of programs and course offerings to allow for a broader and more flexible system that meets adult learners' needs.

S5.1. Partner agencies work together to articulate specific programs.

G6. Build partnership between Cerritos College and Bellflower Adult Reentry program for transition to academic and vocational programs.

S6.1. College and adult school staff coordinate ESL classes in Bellflower Unified School District provided by PAACE consortium members.

G7. Maintain trained tutors for basic skills math, High School Equivalency, basic English, ESL classes.

S7.1. Continue to work with tutors to ensure competency in helping students in these areas.

G8. Offer seamless college and career readiness workshops and ongoing support for adult students who transition to college coursework throughout PAACE.

S8.1. Maintain college and career readiness workshops that include the college onboarding process, success skills and information transition students need.

G9. Boost advertising for PAACE.

S9.1. The PAACE Website serves as an outreach and recruitment tool, but its actual impact on reaching communities served is unknown. PAACE members will focus on making the website an interactive and engaging, purposeful tool to advertise regional courses and programs.

G10. Adults with Disabilities Taskforce, development and oversight.

S10.1. Further discussion is needed in meeting the needs of the AWD population. ABC and Norwalk-La Mirada unified school districts currently offer classes for the AWD population.

G11. Develop college transition course for Adults with Disabilities

S11.1. AWD taskforce coordinates input from business sector until courses are fully integrated into the curriculum. Work closely with AJCC to bring businesses to the table.

G12. Identify key competencies and draft a proposal for a CTE certificate for AWD.

S12.1. Work closely with AJCC to bring businesses into the Consortium member sites to connect AWD to occupations.

(2) Shared Professional Development

G1. Share PD costs across Consortium

S1.1. PD days are funded and shared throughout the region

G2. Work out cost sharing agreements for AJCC benefits.

S2.1. Calculate proportionate share of contributions, through cash, in-kind, or third-party in-kind contributions within the Consortium.

(3) Counseling Services/Student Support

G1. Provide comprehensive Counseling Services

S1.1. List counseling positions and document student-counselor meetings in the Student Information System. Document referrals to outside agencies, colleges and America's Job Center of CA (AJCC). Track transfers through PAACE adult education programs.

G2. Enhance Employment and Career Services/Job Placement

S2.1. Train support staff to refer students to academic and vocational programs. Track numbers of referrals to Cerritos College vocational programs and PAACE vocational programs, and number of referrals to AJCC. Benchmark: minimum of 70 percent of students who graduate from Career Technical pathways are able to find jobs within the pathway sector, but the goal would be 85 percent placement. Adult schools may discontinue career programs that fail to meet the placement goal.

G3. Continue to implement Student Education Plans and make student-centered counseling services/instructional support available.

S3.1. Track and follow up with students to maximize student success. Offer condensed courses where possible to accelerate student progress. This includes offering counseling to students transitioning from partner adult schools to Cerritos College in the application process, registration, financial aid and student services.

(4) Data Management

G1. Shared processes to promote confidence in student data.

S1.1. Formalize ABC Adult School data lead as a resource for all sites within the Consortium to ensure the Consortium is adequately funded. The lead would

meet with data specialists from each site as a group once a month to analyze data and determine what changes are happening month to month in collaboration with an assessment center team and secretary in charge of attendance and data reporting.

G2. Sponsor faculty and staff to attend PD workshops/conferences; strengthen PD and alignment in data management.

S2.1. Continue proactively providing PD experiences for Adult Education faculty and staff. Encourage faculty to be active in Professional Learning Communities (PLC). Hold PD days at each member site open to all members of the Consortium. Create a PLC around priorities identified by faculty in the Consortium. Individual members developed PL Communities to analyze student data via site PCL leads. Data analysis has been a continued area of improvement through CASAS pre- and post-testing, formative and summative learning data, and student technology surveys.

G3. Pilot use of CalJOBS for PAACE Consortium students

S3.1. Offer additional training and tutorials at member sites.

G4. Train each PAACE member in CalJOBS system.

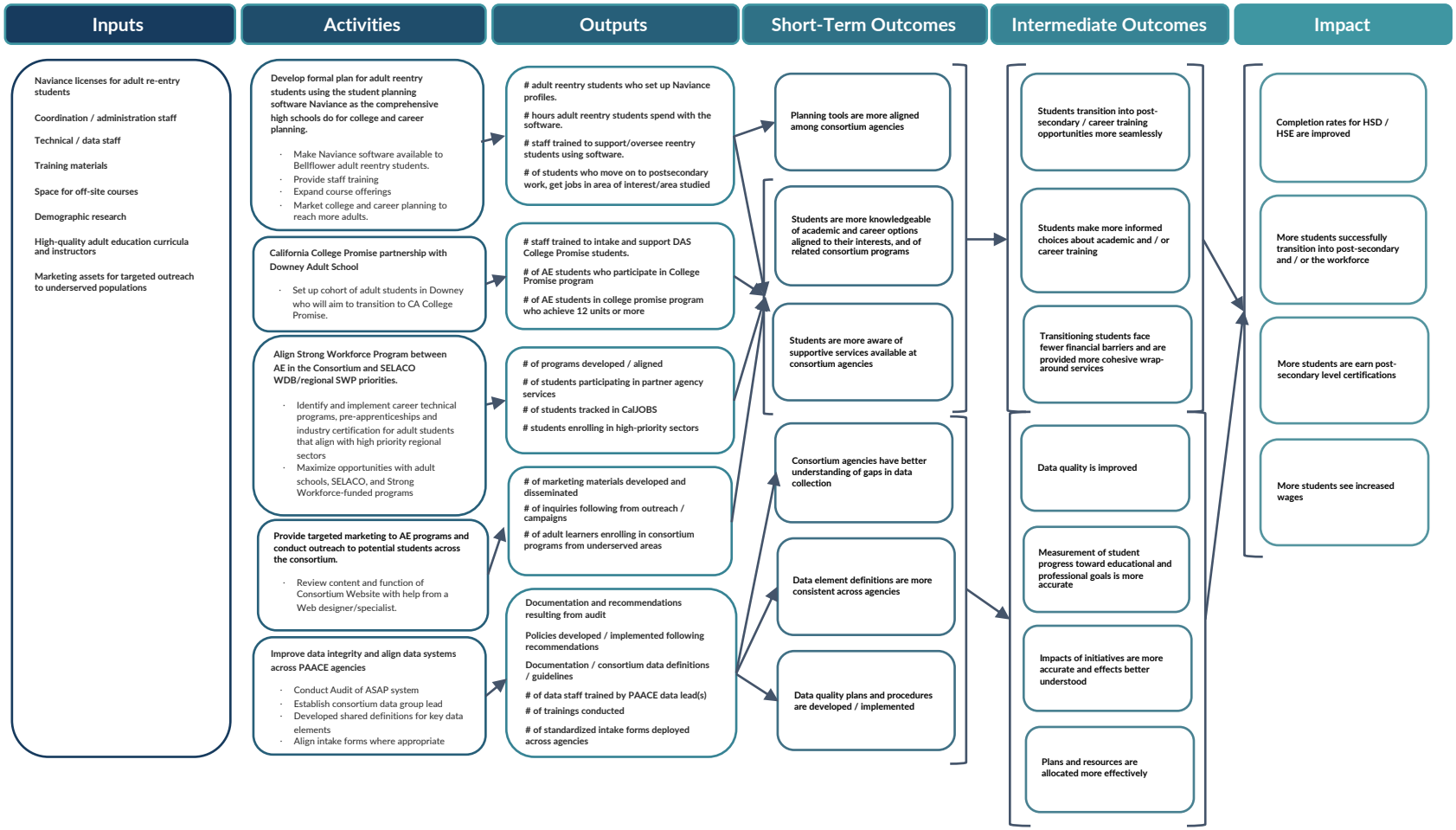
S4.1. Host tutorials at each site.

G5. Provide training on SELACO WDB CalJOBS system.

S5.1. Consortium lead will coordinate and schedule trainings at each site.

LOGIC MODEL

Goal Statement: *Improve and expand services to create clear transitions for adult learners to achieve their stated educational and career goals*



PROGRESS INDICATORS

The PAACE Consortium has committed to the following progress indicators to measure progress and impact during the next three-year cycle. These objectives map directly to the PAACE Logic Model and will be driving factors for annual plans throughout the funding period.

By June 2021, Bellflower Adult Education students will make more informed choices about career and/or postsecondary options by using software noted in the Logic Model, self-assessment tools, and through greater access to dual enrollment opportunities and ongoing support from trained staff.

By October 2021, documentation and recommendations resulting from audit of ASAP student management system are in place. Policies will be implemented following recommendations. By June 2020, PAACE agencies will develop standard intake forms deployed across agencies.

Ongoing: Consortium will update short-term Career Technical Education programs to align with high-priority sectors/occupations identified through partner SELACO WDB and the regional SWP group.

By June 2021, Consortium will have trained staff to provide support to Downey Adult School students participating in College Promise in partnership with Cerritos College. By spring 2022, A cohort of DAS students will be selected based on required criteria to be a part of College Promise.

By June 2020, the Consortium will assess marketing across agencies to reach potential AE students. Common enrollment data will be used to determine effectiveness of outreach.

Piloting and Implementation

The PAACE Consortium will work toward the following recommendations to enhance services for adult learners:

(1) Data Management

(a) Set up a formal audit of ASAP student information system. Consortium sites are working across multiple platforms. As a pilot, take a sampling of students at one or more sites that use ASAP, and check that data against back-up data over a specific period of time. It is a basic expectation that agencies should be able to rely on their student information system to provide timely, reliable information that can be used to inform program planning, reporting program outcomes, and compliance reporting. There is enough consistency among reports of issues by those we spoke with to indicate, however, there may be problems with the ASAP data system that could impact data integrity. Conducting a formal audit of ASAP could provide insight into the root cause(s) of the issues reported, as well as unearth potential solutions and / or best practices to ensure data quality that could be leveraged across Consortium agencies.

(b) Formalize ABC Adult School data lead as a resource for all sites within the Consortium to ensure the Consortium is adequately funded. The lead would meet with data specialists from each site as a group once a month for one hour to analyze data and determine what changes are happening month to month in collaboration with an assessment center team and secretary in charge of attendance and data reporting. Discussion may include how the Consortium incorporates data management in communities where resources do not exist, such as Bellflower.

(c) Recognizing that different agencies have different needs, aligning forms and procedures used for student intake and updates can help ensure data quality and consistency across the Consortium. Shared documentation minimizes the likelihood of inconsistencies among agencies, while also promoting collaboration and accountability. Some forms used by PAACE members inspire more complete answers from students based on their easy-to-follow format, and every site will benefit from user-friendly forms to document student goals and progress.

(2) Program Needs & Enhancements

(a) Conduct targeted marketing of ESL, ABE/ASE and short-term CTE within PAACE sub-regions based on where the greatest proportion of potential adult students

reside. The PAACE Website is under-utilized as a community resource and its content and delivery will be evaluated.

(b) Create new transitions for adult students through California College Promise. Guiding ESL students into college courses for further advancement toward career goals is a priority. Looking ahead, PAACE proposes to track a cohort of Downey Adult School ESL students as they enroll in the College Promise program in partnership with Cerritos College. Students who meet the program qualifications will be tracked as they move through College Promise, complete postsecondary work and enter or reenter the workforce. This effort dovetails with new state requirements for assessing college readiness, and locally with existing college and career readiness workshops and student support for transition to college-level work.

(c) Build on a close relationship with SELACO WDB to maximize adult student outcomes in industry-certified programs and job placement in priority industry sectors that align with students' chosen career technical paths. There is significant potential need for short-term career technical programs for adult residents across the Consortium. PAACE will implement new career technical programs, pre-apprenticeships and industry certification for adult students that align with high priority regional sectors. MOUs and alignment among agencies are priorities, and PAACE will continue active participation in the Strong Workforce Program LA County regional plan. PAACE will continue to monitor updates to local regional sector priorities established by the regional SWP group.

(d) Within Bellflower Unified School District, which has the lowest percent of adult residents in PAACE with an Associate's degree, develop a formal plan to postsecondary and/or careers for adult reentry students. PAACE will use Naviance college and career planning software currently in use at many of the region's comprehensive high schools to develop a formal plan for adult reentry students. Staff training, dual enrollment, and marketing to broaden services to more adults in the Bellflower area are priorities to impact this region.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Information Item: Associated Students Cerritos College (ASCC) Financial Report for the Period Ending March 31, 2019

ACTION
This item is presented for information only.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The ASCC Financial Report for the period ending March 31, 2019 is attached.

Page 1 is the Combined Balance Sheet listing all Associated Students, Clubs & Trust, and Scholarships & Loan Fund account balances.

Page 2 is the Combined Statement of Revenues, Expenditures and changes in fund balance for budget and actual revenues and expenditures. ASCC generated revenue of $711,970 and total expenditures of $717,654 which resulted in a deficit of $5,684.

Page 3 is the Budget Summary graphic depiction of actual revenues and expenditures. Sources of income are: 1) College Services Fees (CCSA); 2) Student Store; 3) Commissions (Vending and Food Court); 4) Fine Arts/Athletics; and 5) Interest and Other Income.

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

ATTACHMENT(S)
Associated Students-Cerritos College Combining Statement of Revenues, Expenditures and Changes in Fund Balance for the Periods July 1, 2018 through March 31, 2019.

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING BALANCE SHEET
March 31, 2019

		Associated Students Fund	Students Clubs & Trust Fund	Scholarship & Loans Fund	Combined
ASSETS					
	Cash On Hand And In Banks				
	Bank of America - ASCC (114-00-000)	151,751.16	-	-	151,751.16
	Bank of America - Trust (103-00-000)		271,969.09	-	271,969.09
	Investments				
	Los Angeles County Treasurer (109-00-000)				-
	Cal National Bank-Trust				-
	Petty Cash & Change Funds				
	ASCC Account (104-00-000)	1,100.00			1,100.00
	ASCC Accounts Receivable (121-00-000)	-			-
	ASCC Prepaid Expense Account (170-00-000)	-			-
	QuickBooks Temporary Clearing A (205-02-000)				-
	Due From District - ASCC (109-00-000) LAC Investment	989,412.30			989,412.30
	Due From District - Trust (123-00-000) LAC Investment	-	263,929.52		263,929.52
TOTAL ASSETS		**1,142,263.46**	**535,898.61**	**-**	**1,678,162.07**
LIABILITIES AND FUND BALANCE					
	Accounts Payable	**8,576.25**	21,573.46	-	30,149.71
	Due To Other Funds (202-00-000)	-			-
	Amounts Held For Others		514,325.15	-	514,325.15
	Misc. Adjustments				
TOTAL LIABILITIES		**8,576.25**	**535,898.61**	**-**	**544,474.86**
FUND BALANCE					
	Designated for Special Purpose	1,133,687.21			**1,133,687.21**
TOTAL FUND BALANCE		**1,133,687.21**			**1,133,687.21**
TOTAL LIABILITIES AND FUND BALANCE		**1,142,263.46**	**535,898.61**	**-**	**1,678,162.07**

QB

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
For the Period July 1, 2018 -March 31, 2019

	Associated Students Fund		Students Clubs & Trust Fund (250's)	Scholarship & Loans Fund (275's)
	BUDGET	ACTUAL	ACTUAL	ACTUAL
REVENUES				
College Services Fee (400-01-001)	438,000.00	295,073.00		
Student Store (400-01-002)	286,600.00	218,614.06		
Football (400-02-001)	7,000.00	12,244.00		
Basketball (400-02-002)	0.00	0.00		
Student Activities (400-03-001)	0.00	0.00		
Newspaper Advertising (400-03-002)	0.00	0.00		
Other Income (400-03-005) (Kiosk - space fee)	3,000.00	2,000.00		
Interest Income (400-03-007)	11,000.00	15,154.90		
Vending Commission (Canteen Vending & Pepsi) (400-04-002)	62,000.00	69,436.07		
Electronic Games (400-04-003)	3,000.00	1,308.75		
Food Court Income (400-04-004)	100,000.00	68,863.24		
Elbow Rooms Commission (400-04-005)	50,000.00	23,939.12		
Fine Arts/Theatre (400-05-001)	7,000.00	5,336.40		
Fine Arts/Music (400-05-002)	0.00	0.00		
ASCC Undistributed Reserves (400-05-003)	332,400.00	0.00		
Receipts (Deposits)			429,397.87	0.00
TOTAL REVENUES	**1,300,000.00**	**711,969.54**	**429,397.87**	**0.00**
EXPENDITURES				
Student Government Program (600-01-000 to 600-01-999)	542,970.00	151,710.55		
Instructional Programs (600-02-000 to 600-02-999)	291,259.00	210,527.88		
Special Operations (600-03-000 to 600-03-999)	131,410.00	192,125.10		
Intercollegiate Athletics Program (600-04-000 to 600-04-999	200,000.00	146,833.16		
Student Services (600-05-000 to 600-05-999) + (250-00-001)	131,839.00	16,457.21		
Adjust for restatements	0.00			
Disbursements			534,765.02	0.00
TOTAL EXPENDITURES	**1,297,478.00**	**717,653.90**	**534,765.02**	**0.00**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		**-5,684.36**	**-105,367.15**	**0.00**
BEGINNING FUND BALANCE, JULY 1, 2018		**1,139,371.57**	**619,692.48**	**0.00**
ENDING FUND BALANCE, MARCH 31, 2019		**1,133,687.21**	**514,325.33**	**0.00**

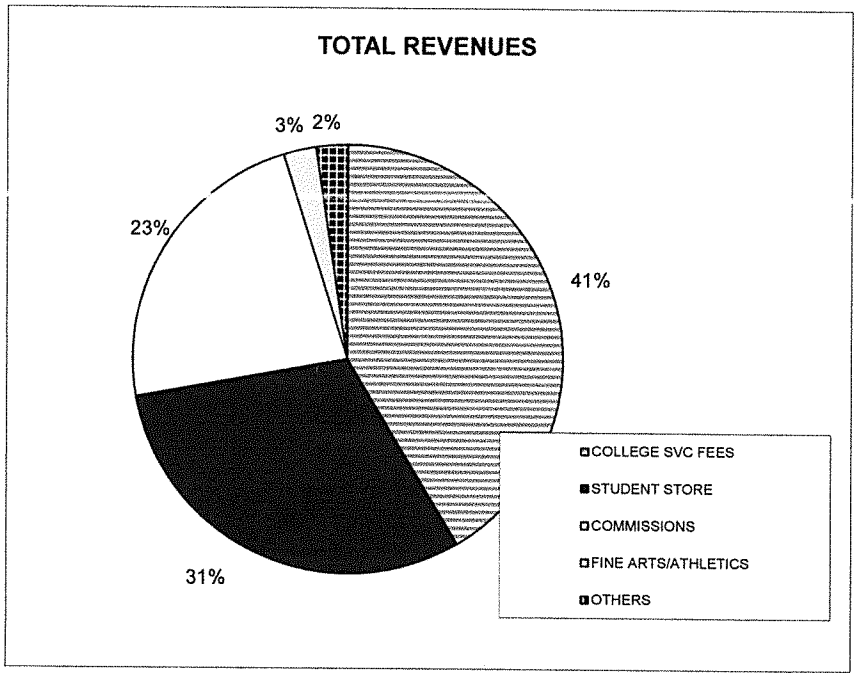
ASSOCIATED STUDENTS-CERRITOS COLLEGE

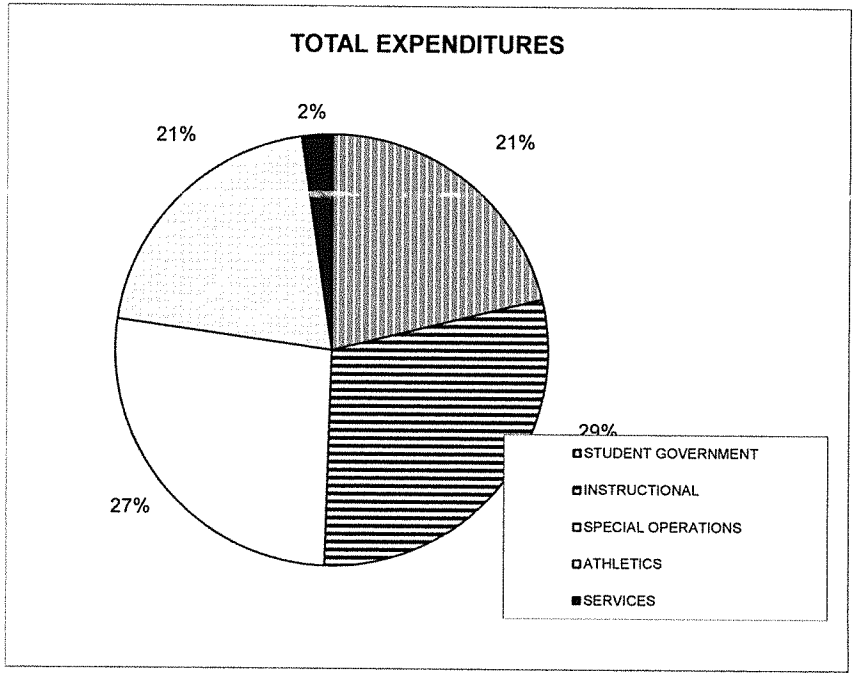
BUDGET SUMMARY

MARCH 2019

1) COLLEGE SVC FEES	$	295,073
2) STUDENT STORE		218,614
3) COMMISSIONS		163,547
4) FINE ARTS/ATHLETICS		17,580
5) OTHERS		17,155
TOTAL REVENUES	$	711,970

STUDENT GOVERNMENT	$	151,711
INSTRUCTIONAL		210,528
SPECIAL OPERATIONS		192,125
ATHLETICS		146,833
SERVICES		16,457
ADJ FOR RESTATEMENT		0
TOTAL EXPENDITURES	$	717,654





CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 5, 2019**
Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

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

SUBJECT: Consideration of Approval of the 2019 Facilities Master Plan

ACTION
It is recommended that the Board of Trustees approve the 2019 Facilities Master Plan (FMP).

FISCAL IMPACT
Funding is from the GO Bond.

REPORT SUMMARY
The 2019 Facilities Master Plan (FMP) was a participatory process with the campus community and its consultants. In reaching this final plan, the Facilities Planning Committee approved the Facilities Master Plan Subcommittee to work with the consultant team (Gensler), review and make recommendations on the FMP. The subcommittee was comprised of all constituent groups. The subcommittee met from September 2018 through May 2019. Additionally, the consultant team conducted a campus wide visioning forum, a sustainability workshop, an online survey, and two campus forums open to all college stakeholders. A Draft Facilities Master Plan was presented to the Board of Trustees in a study session on April 24, 2019.

In developing the Facilities Master Plan, multiple stakeholders were interviewed including instructional deans, department chairs, student services areas, institutional research, and all campus constituents had opportunities to provide feedback through the subcommittee meetings, the forums, Faculty Senate meetings, Board of Trustee meeting and the online posting of the Draft FMP. Feedback and comments have been integrated into the FMP being presented tonight.

This process also included integrated planning with the use of data and analysis that reflects Cerritos College's integration of the 2017-2023 Educational Master Plan (EMP) with this 2019 Facilities Master Plan.

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

ATTACHMENT(S)
2019 Facilities Master Plan

CERRITOS COLLEGE

Meeting Date: **[Insert Board Meeting Date]**

Regular Meeting of the Board of Trustees

Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Gary Pritchard, Dean
Fine Arts Department

PREPARED BY:

Monica Lee Copeland, Chief
Development Officer

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SUBJECT: Consideration of Approval of Naming of Facilities: John J. DeMott Lobby and John J. DeMott Endowed Scholarship

ACTION

It is recommended that the Board of Trustees approve the naming of the rear lobby of the Fine Arts building.

FISCAL IMPACT

The Donors propose to create an endowed scholarship of $25,000 (payments over the next five years). Donors will supplement the endowment with a planned gift of $50,000 at the end of their lives.

REPORT SUMMARY

Margaret DeMott-Feldman is the sister of John J. DeMott (1959-1992). John was a fine arts student at Cerritos College and a painter. His painting *Contemplation* won "Best in Show" at the Cerritos College Fine Arts Student Showcase on May 9, 1983. Margaret established the John J. DeMott Scholarship in 1992 with the help of Manuel DeLeon and the Cerritos College Art Department. In 2004, when Margaret and Louis married, they both began supporting the annual scholarship fund, which has provided $14,000 in scholarship awards to 28 Cerritos College art majors.

In order to further memorialize John J. DeMott and provide funding for Cerritos College art students, the DeMott-Feldmans have agreed to establish an endowed scholarship, The John J. DeMott Endowed Scholarship, with a pledge of $25,000. When this pledge is completed in 2023, the naming will be bestowed. The Demott-Feldmans have made a planned gift of $50,000 from the DeMott-Feldman Family Trust to supplement the endowment.

The DeMott-Feldmans have also agreed to donate John J. DeMott's painting to the Fine Arts department, which will be displayed in the Gallery during the Student Art Show each spring and in the rear lobby during the month of June.

The Memorandum of Understanding has been reviewed by college administration and the Fine Arts faculty has agreed to accept the painting.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None