

CERRITOS COLLEGE

BOARD BOOK

JULY 18, 2018

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, July 18, 2018 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Dr. Shin Liu, Board Vice President
Trustee Area 5

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

Carmen Avalos, Member
Trustee Area 2

Dr. Jose Fierro
President/Superintendent

James Cody Birkey, Member
Trustee Area 3

Marisa Perez, Member
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Phil Herrera
Student Trustee

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: Zurich Lewis**

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. **Public Hearing: Presentation of the College and Career Access Pathways Partnership Agreement with Bellflower Unified School District, and Public Comment**

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

5. **Institutional Presentation: Budget Update**

   The Board of Trustees will participate in a discussion of the 2018-2019 Budget and New Funding Formula in a presentation by Felipe Lopez, Vice President of Business Services.

CONSENT CALENDAR ITEMS

Agenda Items 6-32 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

6. **Stipend for the Strong Workforce Regional Health Sector Career Pathway Project Grant 2016-2018**

   It is recommended that the Board of Trustees approve payment of a stipend in the total amount of $5,724 for nursing faculty for work, which will be performed June 30, 2018 through August 30, 2018 as stipulated in, and funded by the Strong Workforce Health Sector Career Pathway Project grant. Strong Workforce Health Sector Career Pathway Project funds will be utilized for this expenditure. No general funds will be used. The stipend will be paid after work is completed.

7. **College and Career Access Pathways Partnership Agreement with Bellflower Unified School District**

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

8. **Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex**

   It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of $19,133 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be $19,133, increasing the contract amount to $429,133. Funding will be allocated from the GO Bond.

9. **Ratification of Acceptance of Gift**

   It is recommended that the Board of Trustees ratify the acceptance of the gift listed below on behalf of Cerritos College. There is no cost to Cerritos College for the donated item.

10. **Sale of Surplus and Obsolete Materials/Equipment**

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

11. **Purchase Orders for the Month of May 2018**

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

12. **Contracts for the Month of May 2018**

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

13. **Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019**

    It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2018-2019. Cerritos College will receive funding in the amount of $45.73 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $945,285; funding is made possible through the California Department of Education. No general funds will be used.

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

    It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2018-2019. Cerritos College will receive funding in the amount of $45.44 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $195,710; funding is made possible through the California Department of Education. No District general funds will be used.

15. **Ratification of Contract with Pioneer Medical Group for Physician Services**

    It is recommended that the Board of Trustees ratify the contract with Pioneer Medical Group for Physician Services. The total contract sum shall be in the amount not-to-exceed of $30,000 for fiscal year (FY) 18/19; funding will be allocated from the Student Health Center budget for this expenditure.

16. **Memorandum of Understanding with California Study Group to Offer a Pilot Program for International Student Recruitment and Retention from India**

    It is recommended that the Board of Trustees approve the memorandum of understanding with California Study Group ("CSG") to offer a pilot program for international student recruitment and retention from India. During the term of the Memorandum of Understanding, neither party will receive remuneration from the other party as a result of any services provided.

17. **Ratification of the Agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 18-153-001) for Fiscal Year 2018-2019**

    It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 18-153-001) to assist the Chancellor's Office in Guided Pathways alignment statewide for the Fiscal Year 2018-2019. Cerritos College will receive funding in the amount of $372,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

18. **Sub-Contractor Agreement with Victor Valley 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 Victor Valley 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. **Ratification of Sub-Contractor Agreement with San Diego Unified School District for the Clean Fuels Transportation Pilot Career Opportunity Project**

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

    1. Rescind the April 11, 2018 approval of the Sub-Contractor Agreement with Mira Mesa High School for the Clean Fuels Transportation Pilot Career Opportunity Project due to the need to contract with San Diego Unified School District directly, and not the individual high school, which necessitates a new agreement; and

    2. Approve the ratification of Sub-Contractor Agreement with San Diego Unified School District for the Clean Fuels Transportation Pilot Career Opportunity Project.

    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. **Ratification of Contract with the Los Angeles County Department of Public Social Services for CalWORKS Program Financial Assistance**

    It is recommended that the Board of Trustees ratify the contract agreement with the Los Angeles County Department of Public Social Services for CalWORKS program financial assistance. Cerritos College will receive funding in the amount of $335,250 during a three-year period ($111,750 per year); funding is made possible from Los Angeles County.

21. **Ratification of Contract with OmniUpdate, Inc. for the Self-Hosted OU Campus Web Content Management System**

    It is recommended that the Board of Trustees ratify the contract with OmniUpdate, Inc. for the self-hosted OU Campus web content management system. The total contract sum shall be for the not-to-exceed amount of $12,000 annually for the three (3) year term of the agreement, with a total not-to-exceed amount of $36,000; funding for this contract will be allocated from the Public Affairs budget.

22. **Ratification of the Amendment to the Agreement with Cambridge West Partnership, LLC for Independent Financial Review of the Academic Calendar Options**

    It is recommended that the Board of Trustees ratify the amendment with Cambridge West Partnership, LLC for independent financial review of the Academic Calendar options. The total contract sum shall be increased $12,800 for a new not-to-exceed amount of $44,800; funding will be allocated from the Business Services budget.

23. **Ratification of Amendment to Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Expansion Project**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Inspection Project. The total contract sum shall be increased $46,046.63 for a new not-to-exceed amount of $74,415.67; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

24. **Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2018**

    It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending June 30, 2018. The items are budgeted in the General Fund.

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

    It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

26. **Employment of 2018 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 2018 Summer Session, as presented on the attached list.

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

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

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

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

29. **Ratification of 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, 2018, for a period not to exceed June 30, 2019.

30. **Request for Unpaid Leave of Absence**

    It is recommended that the Board of Trustees approve and/or ratify the unpaid leave of absence request(s) as presented.

31. **Classified Reclassifications in Accordance with the Provisions of the Classified Collective Bargaining Agreement**

    It is recommended that the Board of Trustees approve the classified reclassifications in accordance with Article 5.13 Reclassification Procedures of the Classified collective bargaining agreement as presented.

32. **Extension of Temporary Full-time Classified Manager**

    Chacon, Roland, Interim Captain, Campus Police, Management Employees Salary Schedule, Grade 28, Step 5 ($8,643.00/month), extend end date from June 30, 2018 to not to exceed June 30, 2019, or until position is filled, whichever is sooner.

INFORMATION ITEMS

Agenda Items 33-35 are presented as Administrative Items.

33. **Receive the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for Negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and Notification of a Public Hearing at the August 16 Regular Board Meeting (Office of Human Resource Services)**

It is recommended that the Board of Trustees receive the attached initial proposal from the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 – June 30, 2021, and for public hearing in accordance with State Government Code section 3547 be scheduled for the August 15 regular Board meeting.

In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and thereafter, shall be public record. The Cerritos Community College District hereby presents its initial proposal to the California School Employees Association (CSEA), Chapter #161. This proposal shall be available for public review in the President/Superintendent's Office from July 19 to August 15, 2017, and the public will have an opportunity to respond to this proposal at the next scheduled Board meeting, August 15, 2018.

34. **2018-2019 Budget Planning Timeline**

In accordance with BP 6200 Budget Preparation, the Board of Trustees is presented with a schedule each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. The planning timeline has been presented to the College Committee on Planning and Budget on several occasions and was approved at the May 17, 2018 meeting.

35. **Request for Proposals (RFP) for Food and/or Concession Services and Survey Results**

The Board of Trustees will participate in a discussion of the RFP for Food Services and results of a campus wide survey in a presentation. Advertising costs will be allocated from the General Fund.

ADMINISTRATIVE MATTERS

Agenda Item 36 is presented as Administrative Items.

36. **Consideration of Approval to Establish a Board Advisory Committee to Review Board Self-Evaluation Instrument**

    It is recommended that the Board of Trustees establish a Board Advisory Committee to Review the Board Self-Evaluation Instrument.

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

37. **Consideration of Extension of Employment Contract (GC#54957)**
    A. Director, Human Resources and Risk Management

38. **Consideration of Employment of Categorically Funded Sector Navigator for Advanced Transportation and Logistics**

39. **President/Superintendent's 2018-19 Goals**

40. **Conference with Labor Negotiators (GC #54957.6)**
    A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
    B. Employee Organizations:
       California School Employees Association (CSEA)
       Cerritos College Faculty Federation (CCFF)
    C. Unrepresented Employees:
       Management Employees
       Contract Management Employees
       Confidential Employees

41. **Reconvene to Open Session**

42. **Adjournment**

The Next Regular Meeting of the Board of Trustees is set for Wednesday, August 1, 2018 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 July 12, 2018 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: **July 18, 2018**
Agenda Item No. 5

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Institutional Presentation: 2018-2019 Budget Update

ACTION

The Board of Trustees will participate in a discussion of the 2018-2019 Budget and New Funding Formula in a presentation by Felipe Lopez, Vice President of Business Services.

REPORT SUMMARY

On Wednesday, June 27, 2018, Governor Brown signed the State Budget for the 2018-2019 fiscal year. The two most significant items are related to the creation of the new Online Community College (the 115th college) and the new funding formula for community colleges. Summary of the new Online Community College and funding formula are described below.

- **Online Community College** - provides $100 million in one-time funding and $20 million in ongoing funding for the creation of a new online community college, administered by the California Community Colleges Board of Governors.
- **New Funding Formula** - creates a new funding formula that will be phased in over three years. In 2018-19, 70 percent of funding will be distributed based on enrollment, 20 percent based on enrollment of low-income students, and 10 percent based on student success metrics. In 2019-20, 65 percent of funding will be distributed based on enrollment, 20 percent based on enrollment of low-income students, and 15 percent based on student success metrics. In 2020-21, 60 percent of funding will be distributed based on enrollment, 20 percent based on enrollment of low-income students, and 20 percent based on student success metrics.
- **Hold Harmless Provision** - In 2018-19, 2019-20, and 2020-21 no district will receive less funding than they received in 2017-18, and each will receive an increase to reflect a cost-of-living adjustment. In 2021-22 and future years, districts will receive no less in apportionment funding than is currently provided. Additionally, the funding formula includes stability provisions that provide districts with additional revenue protection by allowing them to receive the greater of their past-year or current-year total revenue.
- **Advisory Committee** - Corresponding with the implementation of the Student-Focused Funding Formula, an advisory committee will be established to monitor the implementation of the funding formula and report back to the Legislature and Administration on potential improvements.

Along with the adoption of the State Budget, the Governor also signed the AB 1809 by the Committee on Budget – Higher education trailer bill that details the structure and transition of the funding formula.

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

ATTACHMENT(S)
2018-2019 Budget Update Presentation (provided under separate cover)
2018-2019 Budget Update Memo

Cerritos College

BUSINESS SERVICES
MEMORANDUM

To: Dr. Fierro, President and Board of Trustees

From: Felipe R. Lopez, Vice President of Business Services

Date: July 18, 2018

Subject: 2018-2019 Budget Update

State Joint Conference Committee Budget Agreement

On Wednesday, June 27, 2018, Governor Brown signed the State Budget for the 2018-2019 fiscal year. The two most significant items are related to the creation of the new Online Community College (the 115th college) and the new funding formula for community colleges. Details of these proposals and others of interest are listed below.

- **Online Community College** – provides $100 million in one-time funding and $20 million in ongoing funding for the creation of a new online community college, administered by the California Community Colleges Board of Governors. The new online college is tasked with developing courses and programs leading to short-term credentials and certifications with labor market value which are not duplicative of programs offered at existing colleges and lead into pathways offered at existing colleges. In addition, they have provided $35 million in one-time funds for competitive grants to existing community college districts to develop the online programs, courses and content.

- **New Funding Formula** – creates a new funding formula that will be phased in over three years. The formula contains three components as follows:
    1. **Base Allocation** – Represents 70% of the formula and is calculated on credit FTES at $3,727 for Cerritos Community College District using a three-year rolling average of FTES plus the allocation for the number of colleges and centers operated by the district.
    2. **Supplemental Allocation** – Represents 20% of the formula and is calculated on the number of students who receive Pell grants, the number of students who receive a California Promise Grant (fee waiver), and those that are exempted from non-resident tuition (AB 540 students). Paid at $919 per point for each of the three metrics.
    3. **Student Success Incentive Allocation** – Represents 10% of the formula and is paid at $440 per total points computed using the following metrics:
        a. **AA/AS or BA/BS degree** – Three points
        b. **ADT degree** – Four points

c. **Credit Certificates (18 or more units)** – Two points
d. **Completion of transfer level math and English in 1st year** – Two points
e. **Transfer to a four-year university** – One and one-half points
f. **Completion of 9 or more CTE units** – One point
g. **Regional Living Wage within 1 year** – One point
h. **Equity Component** – An additional $111 per total points computed in the above metrics for students who receive California Promise Grants (fee waiver) plus $111 per total points computed in the above metrics at one and one-half times the point value above for students who receive a Pell grant.

- **Hold Harmless –** In 2018-19, 2019-20, and 2020-21 no district will receive less funding than they received in 2017-18, and each will receive an increase to reflect a cost-of-living adjustment. In 2021-22 and future years, districts will receive no less in apportionment funding than is currently provided. Additionally, the funding formula includes stability provisions that provide districts with additional revenue protection by allowing them to receive the greater of their past-year or current-year total revenue
- **Noncredit FTES –** Both noncredit and career development college preparation (CDCP) FTES continue funding at existing levels and fall outside of the formula.
- **Alignment with System Goals –** Requires districts to develop goals in alignment with the State system goals appearing in the Strategic Vision Plan developed by the Chancellor's Office. The goals must be approved by each local Board no later than January 1, 2019.
- **Annual External Audit –** Requires an additional audit step related to implementation of funding.
- **Advisory Committee –** Corresponding with the implementation of the Student-Focused Funding Formula, an advisory committee will be established to monitor the implementation of the funding formula and report back to the Legislature and Administration on potential improvements.
- **Formula Structure and Transition** – The funding formula will be phased in over three years as follows:
    a. **2018-2019**: Base = 70%, Supplemental = 20% and Student Success = 10%.

    Rates: Base = $3,727/FTES, Supplemental = $919/point, Success = $440/point plus $111/point for Equity.

    b. **2019-2020**: Base = 65%, Supplemental = 20%, and Student Success = 15%

    Rates: Base = $3,387/FTES, Supplemental = $919/point, Success = $660/point plus $167/point for Equity. These rates will be adjusted by COLA.

c. **2020-2021**: Base = 60%, Supplemental = 20% and Student Success = 20%

Rates: Base = $3,046/FTES, Supplemental = $919/point, Success = $880/point plus $222/point for Equity. These rates will be adjusted by COLA.

- **Full-Time Faculty –** Provides $50 million ongoing funds to hire more full-time faculty. At this point, we do not know how the Chancellor's Office will distribute these funds.

- **One-time Grant/Special Project Programs** – Provides the following one-time allocations for special projects and/or grant opportunities that may impact us:

  a. **$50 million** for part-time faculty office hours.
  b. **$10 million** towards a "hunger free campus" grant. If we participate, we must have a designated employee for the program and either have an on-campus food pantry or participate in regular food distributions.
  c. **$8.49 million** for a Veterans Resource Center grant to establish or enhance on-campus centers that provide support services to veteran students.
  d. **$10 million** for a Pathways in STEM fields grant that supports public-private partnerships and creates cost-free education for students in grades 9-14.
  e. **$5 million** for a Re-entry programs grant for currently or formerly incarcerated students with a focus on their reentry into their communities.
  f. **$10 million** for a mental health services grant to expand mental health services provided on-campus, provide training, and develop stronger relationships with the county behavioral health department and community-based mental health services.
  g. **$2 million** for a certified nurse assistant training program grant.
  h. **$36.5 million** one-time and **$22.7** million ongoing to support apprenticeship programs.

  At this point, we do not know how the Chancellor's Office will distribute these funds.

- **Deferred Maintenance and Instructional Equipment –** Provides $28.465 million in one-time funds for deferred maintenance, instructional equipment, and water conservation projects. These funds are distributed based upon the FTES generated and are provided directly to the colleges. This is a significant decrease from the $143.5 million proposed in the May Revise.

- **Financial Aid Technology Improvements** – Provides $13.5 million in one-time funds and $5 million in ongoing funds to upgrade colleges' financial aid management systems. Cerritos College will receive $159,259 one-time funds (available September 2018) and $58,985 on going (available July 2018). Total for 2018-2019, $218,244 and authorized to spend over 2years (June 30, 2020).

Cerritos College

- **California College Promise Program –** Provides $46 million in ongoing funds for implementation of the California College Promise Program. At this point, we do not know how the Chancellor's Office will distribute these funds.

- **Adult Education Program –** Provides $26.6 million in ongoing funds and $5 million for investments in a data collection and accountability system to ensure comprehensive and shared data reporting by regional consortia members. The formerly named Adult Education Block Grant program was renamed the Adult Education Program

As a reminder, the Tentative Budget approved the Board of Trustees on June 20, 2018 **does not** contain any of the provisions listed above. We will incorporate the provisions listed above into our Adopted Budget, which will come to the Board in September for review and approval.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean, Health Occupations

Kelli Brooks
Director, Nursing Program

SUBJECT: Consideration of Approval of Stipend for the Strong Workforce Regional Health Sector Career Pathway Project Grant 2016-2018

ACTION

It is recommended that the Board of Trustees approve payment of a stipend in the total amount of $5,724 for nursing faculty for work, which will be performed June 30, 2018 through August 30, 2018 as stipulated in, and funded by the Strong Workforce Health Sector Career Pathway Project grant.

FISCAL IMPACT

Strong Workforce Health Sector Career Pathway Project funds will be utilized for this expenditure. No general funds will be used. The stipend will be paid after work is completed.

Implementation of the Strong Work Force Career Pathway Project "Introduction to Emergency Nursing Fundamentals" training program. The training program is scheduled for July 3 through August 7 on campus in the Health Occupations Skills lab. This will be the first "pilot" implementation of the training course. It is free to the first twenty community Registered Nurses who register to take the program through Mr. Moreno. This faculty stipend will be paid when work is completed.

- Jude Moreno $5,724 (54 Hours at $106.00/hr)

REPORT SUMMARY

This stipend will be utilized to fund the implementation and instruction of Introduction to Emergency Nursing Fundamentals training course in accordance with the grant work plan. The faculty stipend grant-approved activities include:

- Faculty will prepare, set up and tear down the teaching and simulation areas before and after each weekly session – 3 hours weekly for total of 18 hours
  - Prepare the simulation lab and simulation manikins
  - Set up needed equipment for weekly simulation scenarios
  - Secure all equipment and the simulation lab after each teaching session
- Provide instruction in the weekly 6 hour training sessions for a total of six weeks – 36 hours
  - Provide instruction and hands-on learning activities
  - Assess student knowledge and skills and competency
  - Provide feedback and support to students
  - Obtain student feedback and evaluation of the training course
  - Provided continuing education hours for all students who complete the training session

These funds are intended to implement the “Introduction to Emergency Nursing Fundamentals” training course. This course will meet the overall Strong Work Force Project work plan goals and intent. The training course will provide an opportunity for area Registered Nurses to gain knowledge, understanding, critical thinking, and clinical judgment skills in this high specialty area and prepare them to seek employment in Emergency Nursing.

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: **July 18, 2018**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Carla Yorke
Dual Enrollment Manager

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

ACTION

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

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

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

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

The Board of Trustees received and accepted Cerritos College's College and Career Access Pathways Partnership (CCAP) agreement at its April 11, 2018 meeting. The agreement was hereby returned to this agenda for public discussion. The agreement was presented as an informational item to the Bellflower Unified School District on June 21, 2018, and was returned for public discussion and approved at the July 12, 2018 meeting.

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

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

ATTACHMENT(S)
College and Career Access Pathways Partnership Agreement

Open Session:

Public Hearing: Presentation of the College and Career Access Pathways Partnership Agreement, and Public Comment

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

The Board of Trustees received and accepted Cerritos College's College and Career Access Pathways Partnership (CCAP) agreement at its April 11, 2018 meeting. The agreement is hereby returned to this agenda for public discussion.

Cerritos College

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

BELLFLOWER UNIFIED SCHOOL DISTRICT

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

RECITALS

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

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

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

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

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

1. ADMISSIONS AND REGISTRATION

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

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

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

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

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

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

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

2. COURSES

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

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

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

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

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

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

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

a) the units are no more than four COMMUNITY COLLEGE courses per term

b) the units are part of an academic program that is part of a CCAP partnership agreement

c) the units are part of an academic program designed to award SCHOOL DISTRICT students both a high school diploma and an AA degree, a certificate or a credential.

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

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

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

3. FACULTY

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

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

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

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

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

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

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

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

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

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

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

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

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

4. LIAISON

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

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

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

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

5. FEES

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

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

6. ON-SITE SUPERVISION

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

7. STUDENTS

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

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

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

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

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

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

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

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

8. ASSESSMENT OF LEARNING AND CONDUCT

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

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

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

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

9. EVALUATION

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

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

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

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

10. RECORDS

10.1 Records of student attendance, grades and achievement for all SCHOOL DISTRICT students who enroll in a dual enrollment course shall be maintained by the SCHOOL DISTRICT

and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

11. INFORMATION SHARING

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

12. REPORTING

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

a) The total number of high school pupils by school site enrolled in this CCAP partnership agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

b) The total number of community college courses, by course category and type and by school site, enrolled in this CCAP partnership participants.

c) The total number and percentage of successful course completions, by course category, type and by school site, by SCHOOL DISTRICT students.

d) The total number of Full Time Equivalent Student (FTES) generated by this CCAP partnership agreement.

13. INDEMNIFICATION

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

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

14. INSURANCE

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

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

15. APPORTIONMENT/FTES

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

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

16. NON-DISCRIMINATION

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

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

17. TERM OF AGREEMENT

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

18. TERMINATION OR CHANGES

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

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

19. NOTICES

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

SCHOOL DISTRICT:

Bellflower Unified School District
16703 S. Clark Ave.
Bellflower, CA 90706
Attention: Tracy McSparren, Interim Superintendent

COLLEGE DISTRICT:

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

20. INTEGRATION

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

21. MODIFICATION AND AMENDMENT

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

22. GOVERNING LAWS

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

23. SEVERABILITY

23.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement

shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

24. COUNTERPARTS

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

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

Cerritos Community College District ("COLLEGE DISTRICT"):

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

Bellflower Unified School District ("SCHOOL DISTRICT"):

By: _____
Signature

Print Name: _____

Print Title: _____

Dated: _____

E-Mail: _____

Tax ID No.: _____

Exhibit A

OPERATIONAL ASPECTS OF DUAL ENROLLMENT COURSE PROGRAM

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

Allowances and Apportionments

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

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

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

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

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

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

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

Exhibit B

Special Admit/College Bridge Application

CERRITOS COLLEGE **Special Admit - K-10th** **College Bridge - 11th & 12th**

This must be completed in BLUE or BLACK ink only

To be completed by student **Term:** ☐ **Spring** ☐ **Summer** ☐ **Fall** **Year:** _____

Name _____ Cerritos College ID Number: _____
Last First Middle

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

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

School of Attendance: _____ Expected Graduation Date: _____

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

Student Signature: _____ Date: _____

To be completed by school principal or authorized official

Class #	Course Name & No.	Units	Cerritos College Instructor's Signature Required for **K-10th Grade Students only**	**Cumulative GPA**
				____.____

Special Admit- Spring/Fall /Summer-Max. 4 units* **College Bridge** – Spring /Fall-Max. 8 units* Summer-Max. 7 units*

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

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

Summer Session Only: I certify, as principal, that all students recommended for Summer _____ (yr.) meet all of the following criteria:
- Demonstrates adequate preparation in the discipline to be studied;
- Has exhausted all opportunities to enroll in the same or an equivalent course at his/her school;
- Complies with the requirement of **allowing a max. of 5%** in the total number of students enrolled at the school's grade level.

_____
Principal's Initials

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

Counselor/Principal Signature: _____ Date: _____

To be completed by parent or guardian

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

Parent/ Guardian Signature: _____ Date: _____

Admissions Staff Use Only: (Red ink **only**)

☐ Engl/Read/Math Tests ☐ Unit Limit
☐ Student Group ☐ Equation Variables
☐ Term Activated ☐ Minor's Health Form
☐ Received Substandard Grade

Assessment Scores

English: _____ Reading: _____ Math: _____

Waiver: ☐ Approved ☐ Denied

Processed by: _____ Date: _____

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

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

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

This program is designed for K-12 students, seeking **advanced scholastic** courses.
Cerritos College definition of **"advanced scholastic**" is…

1. Courses meeting Cerritos requirements for an Associate in Arts Degree, excluding remedial English and math courses.
2. Courses that are transferable to a four-year institution.
   Examples of advanced scholastic courses: English 100, Math 140, Soc 101, etc.
3. Vocational courses below 100 level may be taken.
   Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.

Limitations and Conditions of Enrollment

1. Students shall receive college credit for the community college courses that they successfully complete.
2. Students may not enroll in pre-collegiate courses (1-99) or **physical education courses.*** Cerritos College has determined that non-transferable and physical education courses are the types of courses that would not be considered **"advanced scholastic"** in nature.
   Example: English 20, Math 20, PE 100, etc.
3. Students may only enroll in courses **not available** to the student within their school district.
4. Assessment testing is an admissions requirement for all Special Admit/College Bridge students regardless of the college coursework the student wishes to enroll in.
5. Students may not enroll in a college course to alleviate a high school deficiency. For instance, students who failed a course in high school may not retake it at Cerritos College.
6. Special Admit and College Bridge students **do not** receive priority enrollment status.
7. Students that have previously enrolled and dropped their courses and/or have received substandard grades and/or have not made satisfactory progress will not be allowed to continue in neither the College Bridge nor Special Admit programs.

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

Eligibility Requirements

Special Admit (K-10th Grade)	College Bridge (11th & 12th Grade)
New Special Admit students must take assessment tests *New and Continuing Special Admit Students* **a) G.P.A. - 2.5** **b) Max Units: 4 units** each Fall, Spring, and Summer **c) *Signatures Required from Each Listed*** • School Counselor/Principal • Parent/Guardian • Student • Cerritos College Instructor • Dean of Admissions, Records & Services	*New College Bridge students must take assessment tests* *New and Continuing College Bridge Students* **a) G.P.A. - 2.0** **b) Max Units:** Spring & Fall 8 units, Summer 7 units **c) *Signatures Required from Each Listed*** • School Counselor/Principal • Parent/Guardian • Student

Additional Parental & Student Information:
Cerritos Community College District assumes no responsibility for the supervision of minor students outside of the classroom setting. Parents/Guardians are responsible for ensuring that their children are appropriately supervised before, after class, and if or when a class is cancelled or dismissed at an early time. Attendance is required, but not monitored as it is in the K-12 system. Cerritos College will not call a parent/guardian if a student is absent, nor will we verify attendance.
Students are expected to comply with all policies and procedures of Cerritos College and Admissions, Records and Services. For instance, a student must meet all deadlines, which are noted in the class schedule.

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

College Bridge/Special Admit - To Do List

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

☐ Complete the **Special Admit/College Bridge form**. Make sure you have all of the following:
Indicate the course(s) you are planning on enrolling. You may not enroll in pre-collegiate courses or (1-99 level) or physical education courses. Vocational courses below 100 level may be taken.

1) Examples of vocational courses: Auto 73, Cos 50, Weld 52, etc.
2) Courses with pre-requisites **-** Students must place into courses they wish to enroll.
3) High school credit may not be used for college prerequisite clearance (some exceptions may apply). Have your school principal or authorized counselor sign and complete appropriate sections(s). Including cumulative G.P.A Both your parent's signature and your signature are required.

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

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

☐ **Register for Classes:**

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

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

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

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

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

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

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

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

I am the ☐ parent

☐ guardian

☐ other person having legal custody _____
(describe legal relationship)

of _____, a minor.
(name of minor)

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

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

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

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

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

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

Date: _____ Time: _____

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

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

(please fill out form on reverse of this page)

MEDICALLY RELEVANT INFORMATION

Minor's name: _____

Minor's birthdate: _____

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

Medical conditions for which minor is currently being treated: _____
_____

Current medications and dosage: _____
_____

Restrictions on activities: _____
_____

Special dietary needs: _____
_____

Primary care physician: Name: _____
Address: _____
Telephone number: _____

Insurance Company: _____
ID number: _____
Group number: _____

Mother's name: _____

Mother's address: _____

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

Father's name: _____

Father's address: _____

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

Exhibit C

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

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

Units: 5

Time: Fall 2018

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

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

Number of class hours to meet the stated objectives: 108

Number of FTEs: 6

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Enrollment period: Spring and Summer 2018

Name of Course: English 100 Freshman Composition

Units: 4

Time: Fall 2018

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

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

Number of class hours to meet the stated objectives: 72

Number of FTE: 4

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Enrollment period: Spring and Summer 2018

Name of Course: TH 123 Stage Makeup

Units: 3

Time: Fall 2018

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

Nature of the course: This course is designed to provide instruction in techniques of theatrical makeup.

Number of class hours to meet the stated objectives: 90

Number of FTES: 3.5

Minimum number of students for the class: 12

Maximum number of students for the class: 20

Enrollment period: Spring and Summer 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of $19,133 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $19,133, increasing the contract amount to $429,133. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On June 7, 2017, the Board awarded a contract to Preferred Landscape, Inc. of Artesia, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 19 represents the Landscaping & Irrigation element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $19,133. The original contract amount approved by the Board was $410,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the owner added scope of installing a new 6" reclaimed water line, using updated materials, along the west elevation of the building adjacent to the Student Center. The existing 6" reclaimed water line is made of fragile transite pipe and is 4 feet below grade. A new fire lane is being constructed over the old reclaimed water line; the construction of the fire lane will impose more weight on the existing line which may cause it to break over time. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	July 18, 2018	$19,133	4.67%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 16P012-19 – Preferred Landscape, Inc.
Contract No. 16P012-19 – Preferred Landscape, Inc.

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Preferred Landscape, Inc.
17032 Roseton Avenue
Artesia, CA 90701

Date: July 18, 2018

Prime Change Order No: 001

Contract No: 16P012-19

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:	Site Phase 1
Description:	Install 360 ft of schedule 40 6" reclaimed water line along the West elevation of the Health Service Complex adjacent to the Student Center.
Reason:	The existing 6" reclaimed water line along the West elevation is made of transite pipe which is extremely fragile and is only 4ft below the existing grade. A new fire lane is being constructed as part of the new construction over the old reclaimed water line. The construction of the fire lane will imposed more weight onto the existing line and the line may potential break over time.
Benefit:	The installation of the new reclaimed water line would help protect it from the surcharge imposed by the new fire lane.
Request By:	Owner
CO Type:	Owner Change

Change Amount: **$19,133.00**

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	**$19,133.00**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$410,000.00
Net Change by previous Change Order(s):	$0.00
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$410,000.00
Amount of Change Order No. 001	$19,133.00
New Contract Sum:	$429,133.00
Percentage of Change to Contract:	4.67 %

Project: Cerritos | Health & Wellness Complex
To: Preferred Landscape, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC19-PRE

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

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

5/30/18
Signature & Date

Preferred Landscape, Inc.
Mark Rose
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

See Attached
Signature & Date

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

Reviewed By:

Signature & Date

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

Reviewed By:

5/31/18
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

5/31/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

06/12/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Project:	Cerritos | Health & Wellness Complex	**Prime Change Order No:**	001
To:	Preferred Landscape, Inc.	**Contract No:**	16-013-BC19-PRE

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

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

5/30/18

Signature & Date

Preferred Landscape, Inc.
Mark Rose
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

6/7/2018

Signature & Date

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

Reviewed By:

Signature & Date

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

Reviewed By:

5/31/18

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

5/31/18

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

06/12/18

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Cerritos College

PROJECT: Health and Wellness Complex / BID NO.: 16P012

DATE OF CONTRACT: June 9, 2017 / CONTRACT NO.: 16P012-19

BID CATEGORY: 19, Landscaping & Irrigation

DOLLAR VALUE: $ 410,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Preferred Landscape, Inc.

TERM: 1,040 Calendar days

TIME FOR COMPLETION: 60 CALENDAR DAYS

Preferred Landscape, Inc.

Address: 17032 Roseton Avenue, Artesia, CA 90701
Phone: 562-860-5020
Fax: 562-809-4916

AGREEMENT FORM

This Agreement is made and entered into this **9th day of June, 2017**, by and between the **Cerritos Community College District** ("District") and **Preferred Landscape, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **16P012, Health and Wellness Complex**
   Category 19, Landscaping & Irrigation

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

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND FORTY (1,040) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-27 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

    Four Hundred Ten Thousand and 00/100 Dollars

    ($ 410,000.00),

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

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

CONTRACTOR

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, 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 item.

REPORT SUMMARY
The following item was received on June 7, 2018.

For Use in the Automotive Department

- 2017 GMC Acadia (VIN: 1GKKNKLA0HZ173488)

  Donated by: Cerritos Buick
  ATTN: Ms. Emily Marquez
  18400 S. Studebaker Road
  Cerritos, CA 90703

The estimated value of the above item is $9,541.

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: **July 18, 2018**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

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

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

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

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

ATTACHMENT(S)
Exhibit A: Electronic Equipment and Miscellaneous Material

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: JULY 18, 2018

Qty	Description	CC#	Serial #s
91 Each	Computer Towers	44635 44143 44461 42875 44587 44629 44476 44611 42044 44755 44894 44343 44574 44076 42876 44928 44123 44606 44754 44308 44915 44639 44594 43725 43726 42755 44449 44122 44117 44073 44121 44124 44534 44485 42950 44540 44636 44634 44544 44045 44048 44060 44051 44057 44056 44628 44049 44040 44047 44041 44504 44050 44043 44052 44054 44053 44059 44046 44604 44395 44381 44365 44383 44391 44380 44676 44402 44083 44397 44386 39172 42167 44472 44081 44078 44363 43905 44379 44399 44384 44352 44396 44595 44382 44378 44390 44389 44392 44119 44401 44394 44393 44086 44072 44614 44300 44388 44387 44398 44400 44385 44398 44301 44605 4403	MXL2520M2B MXL2410XP8 MXL24602HT MXL2429KR MXL308006P MXL252OM1Q MXL24602J4 MXL25220M2N 2UA8290XG1 2UA3221059 MXL3171LBB MXL2361R05 MXL3080079 MXL2290LNL MXL12429KL MXL317CB5 MXL23113T3 MXL2520M1W 2UA322LDFR MXL2410XP9 MXL3171L92 MXL2520M1T MXL2520M2Y MXL141222 MXL1412Z9 MXL051JTV MXL246003D MXL231135V MXL23113TL MXL2290NW MXL23113TB MXL2313TS MXL3161952 MXL2460HV MXL12807YS MXL31619355 MXL2520M1R MXL252M2L MXL209R90 MXL22429JQ MXL22429JP MXL22429JV MXL222429J2 MXL22429JR MXL22429JH MXL2520M1N MXL22429KO MXL22429KQ MXL22429JG MXL22429K MXL31619RL MXL22429JK MXL22429JF MXL22429JN MXL22429J1 MXL22429JS MXL22429JT MXL22429JW MXL2520M2S MXL23113V5 MXL23113TV MXL23313XO MXL23113V5 MXL23113V7 MXL23313V2 MXL2480MNQ MXL23113TR MXL2290LN5 MXL23113VC MXL23113VH MXL2UA7213KO MXL9150BX MXL24602HG MXL229LNQ MXL2290LN6 MXL23313WR MXL20716BO MXL23113TY MXL23113T2 MXL23113VF, MXL23113XD MXL23113VO MXL2520M2J, MXL23113VG MXL23113VO MXL2520M2J MXL2313VG MXL23113V6 MXL23113TD MXL23113VL MXL23113TW MXL23113V1 MXL2290LN7 MXL229OLN8 MXL2520M2Y MXL2410XPW MXL23113TX MXL23113V3, MXL23113VJ MXL23113VD MXL23113VK MXL23113V8 MXL2410PV MXL2520M2X, MXL23113TT
1 Each	Server Rack	N/A	N/A
1 Each	Hyster Lift	031699	AZ19HO79864
2 Each	Safes	N/A	N/A
1 Each	Drive Train Assembly	N/A	N/A
10 Each	Hospital Beds	N/A	N/A
4 Each	TVs	N/A	N/A
1 Each	LaserJet Printer 400N	FED 00362	P12460

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: JULY 18, 2018

Qty	Description	CC#	Serial #s		
1 Each	Examination Table	FED 00503	KEO55544		
1 Each	Coil Ignition System	N/A	N/A		
7 Each	Printers	N/A	N/A		
2 Each	File Drawers	N/A	N/A		
1 Each	SpotVital Signs Machine	FED 00953	001463		
3 Each	Culinary Refrigerators	N/A	8443901	844899	8443900
218 Each	Monitors	N/A	N/A		
4 Each	Tool Chests	N/A	N/A		
4 Pallets	Miscellaneous Computer Parts	N/A	N/A		
1 Each	Shop-Vac	N/A	N/A		
4 Each	Bolt Cutters	N/A	N/A		

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

May 2018 – 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
05/01/18	0000068249	A		05/01/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	2,160.46	
						05/01/2018	**0000068249**	**DIVERSIFIED BUSINESS SERVICES**								**2,160.46**
05/01/18	0000068294	C		05/01/2018	M&K METAL CO	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	17-18	1,183.88	
						05/01/2018	**0000068294**	**M&K METAL CO**								**1,183.88**
05/01/18	0000068295	C		05/21/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	132.31	
						05/01/2018	**0000068295**	**BANK OF AMERICA**								**132.31**
05/01/18	0000068296	A		05/01/2018	AUTOMATION DIRECT	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,176.61	
						05/01/2018	**0000068296**	**AUTOMATION DIRECT**								**1,176.61**
05/01/18	0000068297	C		05/01/2018	NEWARK ELEMENT 14	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	1,900.13	
						05/01/2018	**0000068297**	**NEWARK ELEMENT 14**								**1,900.13**
05/01/18	0000068298	C		05/01/2018	SCANTRON CORPORATION	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	17-18	223.38	
						05/01/2018	**0000068298**	**SCANTRON CORPORATION**								**223.38**
05/01/18	0000068299	A		05/01/2018	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	5,114.77	
						05/01/2018	**0000068299**	**APPLE INC**								**5,114.77**
05/01/18	0000068300	A		05/01/2018	VINTAGE KING AUDIO	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	342.10	
								01.3	00000.0	00000	70360	6450	0900000	17-18	14,770.51	
						05/01/2018	**0000068300**	**VINTAGE KING AUDIO**								**15,112.61**
05/01/18	0000068301	A		05/01/2018	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	17-18	49,905.72	

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
						05/01/2018	**0000068301**	**HENRY SCHEIN INC**								**49,905.72**
05/01/18	0000068302	A		05/01/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	3,606.70	
								01.3	00000.0	00000	70360	6450	0900000	17-18	11,328.69	
						05/01/2018	**0000068302**	**GOLDEN STAR TECHNOLOGY INC.**								**14,935.39**
05/01/18	0000068303	A		05/01/2018	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Division Office	39.3	00000.0	00000	74320	5810	0951000	17-18	3,435.00	
						05/01/2018	**0000068303**	**INTEGRATED INTERIORS, INC.**								**3,435.00**
05/01/18	0000068304	A		05/01/2018	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Division Office	39.3	00000.0	00000	74320	5810	0951000	17-18	7,830.00	
						05/01/2018	**0000068304**	**MARZOLA CONSTRUCTION CO., INC.**								**7,830.00**
05/01/18	0000068305	C		05/01/2018	MOUSER ELECTRONICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	2,369.24	
						05/01/2018	**0000068305**	**MOUSER ELECTRONICS**								**2,369.24**
05/01/18	0000068306	A		05/09/2018	GALCO INDUSTRIAL ELECTRONICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	802.46	
						05/01/2018	**0000068306**	**GALCO INDUSTRIAL ELECTRONICS**								**802.46**
05/01/18	0000068307	A		05/01/2018	KOLLEGE TOWN SPORTS	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	4320	0801000	17-18	2,272.52	
						05/01/2018	**0000068307**	**KOLLEGE TOWN SPORTS**								**2,272.52**
05/01/18	0000068308	A		05/01/2018	AUTOMATION DIRECT	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	792.27	
						05/01/2018	**0000068308**	**AUTOMATION DIRECT**								**792.27**
05/01/18	0000068309	A		05/01/2018	GABEL'S COSMETICS INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	533.38	
						05/01/2018	**0000068309**	**GABEL'S COSMETICS INC**								**533.38**

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
05/01/18	0000068310	C		05/01/2018	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	87.63	
						05/01/2018	**0000068310**	**MCMASTER CARR SUPPLY CO.**								**87.63**
05/01/18	0000068311	A		05/01/2018	AUTOMATION DIRECT	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	222.85	
						05/01/2018	**0000068311**	**AUTOMATION DIRECT**								**222.85**
05/01/18	0000068312	A		05/01/2018	CDW-GOVERNMENT INC	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	17-18	6,340.63	
						05/01/2018	**0000068312**	**CDW-GOVERNMENT INC**								**6,340.63**
05/01/18	0000068313	C		05/01/2018	LUMEN, INC.	SOFTWARE	Business Administration	01.0	00000.0	09000	02510	4100	0506000	17-18	28,000.00	
						05/01/2018	**0000068313**	**LUMEN, INC.**								**28,000.00**
05/01/18	0000068314	C		05/04/2018	RUSSELL SIGLER INC.	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	17-18	2,038.51	
						05/01/2018	**0000068314**	**RUSSELL SIGLER INC.**								**2,038.51**
05/01/18	0000068315	C		05/04/2018	SOCAL PUMP & VACUUM	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	1,221.30	
						05/01/2018	**0000068315**	**SOCAL PUMP & VACUUM**								**1,221.30**
05/01/18	0000068316	C		05/04/2018	3WIRE - PACIFIC COAST	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	17-18	203.00	
						05/01/2018	**0000068316**	**3WIRE - PACIFIC COAST**								**203.00**
05/01/18	0000068317	C		05/01/2018	PROMO DIRECT	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	2,193.68	
						05/01/2018	**0000068317**	**PROMO DIRECT**								**2,193.68**
05/01/18	0000068318	A		05/01/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	22,905.44	
						05/01/2018	**0000068318**	**GOLDEN STAR TECHNOLOGY INC.**								**22,905.44**
05/01/18	0000068319	A		05/01/2018	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	17-18	11,651.90	

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
						05/01/2018	**0000068319**	**APPLE INC**								**11,651.90**
05/07/18	0000068320	C		05/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	51.60	
						05/07/2018	**0000068320**	**DIVERSIFIED BUSINESS SERVICES**								**51.60**
05/01/18	0000068321	C		05/01/2018	LUMEN, INC.	MISCELLANEOUS	Business Administration	01.0	00000.0	09000	02510	4100	0506000	17-18	64,205.00	
						05/01/2018	**0000068321**	**LUMEN, INC.**								**64,205.00**
05/01/18	0000068322	C		05/02/2018	ON COURSE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5210	0900000	17-18	1,195.00	
						05/01/2018	**0000068322**	**ON COURSE**								**1,195.00**
05/02/18	0000068324	C		05/02/2018	AT&T	INTERCOMMUNICATION SYSTEMS	Parking	39.5	00000.0	00000	79800	5540	6950000	17-18	2,112.00	
						05/02/2018	**0000068324**	**AT&T**								**2,112.00**
05/02/18	0000068325	A	1	05/04/2018	RAN GRAPHICS	GRADUATION SUPPLIES	Instr Admin-Graduatio	01.0	00000.0	00000	03100	4370	6091000	17-18	6,764.25	
						05/02/2018	**0000068325**	**RAN GRAPHICS**								**6,764.25**
05/03/18	0000068326	C		05/03/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	8,467.96	
						05/03/2018	**0000068326**	**US BANK EQUIPMENT FINANCE**								**8,467.96**
05/03/18	0000068327	A		05/03/2018	GRAINGER	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	17-18	2,376.83	
						05/03/2018	**0000068327**	**GRAINGER**								**2,376.83**
05/03/18	0000068328	C		05/25/2018	RAN GRAPHICS	PRINTING SERVICES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	17-18	527.35	
							Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	263.68	
							Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	1,845.73	
						05/03/2018	**0000068328**	**RAN GRAPHICS**								**2,636.76**

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
05/03/18	0000068329	C		05/19/2018	AMAZON	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	17-18	308.72	
						05/03/2018	**0000068329**	**AMAZON**								**308.72**
05/03/18	0000068330	C		05/03/2018	ESECURITY SOLUTIONS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	16,462.26	
						05/03/2018	**0000068330**	**ESECURITY SOLUTIONS**								**16,462.26**
05/03/18	0000068331	C		05/03/2018	PAZ, RICARDO	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	410.63	
							Counseling-Guidance	39.0	00000.0	00000	74300	4550	6310000	17-18	3,202.88	
						05/03/2018	**0000068331**	**PAZ, RICARDO**								**3,613.51**
05/03/18	0000068332	C		05/03/2018	ALL AMERICAN TROPHY	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	64.75	
						05/03/2018	**0000068332**	**ALL AMERICAN TROPHY**								**64.75**
05/03/18	0000068333	A		05/03/2018	KI	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	6410	6190000	17-18	8,136.17	
						05/03/2018	**0000068333**	**KI**								**8,136.17**
05/03/18	0000068334	A		05/03/2018	HAWORTH, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	17-18	1,754.34	
						05/03/2018	**0000068334**	**HAWORTH, INC.**								**1,754.34**
05/03/18	0000068335	C		05/04/2018	SOUTH COAST A.Q.M.D.	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	128.61	
						05/03/2018	**0000068335**	**SOUTH COAST A.Q.M.D.**								**128.61**
05/03/18	0000068336	C		05/04/2018	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	17-18	667.95	
						05/03/2018	**0000068336**	**STATE WATER RESOURCES CONTROL**								**667.95**
05/04/18	0000068337	C		05/04/2018	A2MEND	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07005	73460	5210	6730000	17-18	600.00	
								01.3	00000.0	07005	73460	7530	6730000	17-18	1,200.00	

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
						05/04/2018	**0000068337**	**A2MEND**								**1,800.00**
05/04/18	0000068338	C		05/04/2018	PROQUEST, LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	766.00	
						05/04/2018	**0000068338**	**PROQUEST, LLC**								**766.00**
05/04/18	0000068339	C		05/04/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	1,528.00	
							Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	3,638.50	
								42.2	00000.0	00000	65061	5730	7100000	17-18	1,475.20	
						05/04/2018	**0000068339**	**PUBLIC AGENCY LAW GROUP**								**6,641.70**
05/04/18	0000068340	A		05/05/2018	TOTAL IMAGINING SOLUTIONS	MEDIA EQUIPMENT	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	9,983.98	
						05/04/2018	**0000068340**	**TOTAL IMAGINING SOLUTIONS**								**9,983.98**
05/04/18	0000068341	C		05/05/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	9,015.00	
						05/04/2018	**0000068341**	**DEL MAR FLOOR COVERING INC.**								**9,015.00**
05/04/18	0000068342	A		05/05/2018	SPECTRATURF INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	5,471.00	
						05/04/2018	**0000068342**	**SPECTRATURF INC.**								**5,471.00**
05/04/18	0000068343	C		05/04/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	9,161.18	
						05/04/2018	**0000068343**	**IMAGE 2000, INC.**								**9,161.18**
05/07/18	0000068344	C		05/07/2018	FHEG CERRITOS COLLEGE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	4,057.97	
						05/07/2018	**0000068344**	**FHEG CERRITOS COLLEGE**								**4,057.97**
05/07/18	0000068345	A		05/09/2018	DIAMOND GROUND PRODUCTS, INC	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03900	70200	6450	0900000	17-18	3,743.81	
						05/07/2018	**0000068345**	**DIAMOND GROUND PRODUCTS, INC**								**3,743.81**

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
05/07/18	0000068346	C		05/07/2018	EL TACO RICO	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	2,053.30	
						05/07/2018	**0000068346**	**EL TACO RICO**								**2,053.30**
05/07/18	0000068347	C		05/07/2018	WOW FACTOR BALLONS & MAMMA	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	744.38	
						05/07/2018	**0000068347**	**WOW FACTOR BALLONS & MAMMA MONKEY EVENT**								**744.38**
05/07/18	0000068348	C		05/07/2018	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	17-18	242.00	
						05/07/2018	**0000068348**	**JUNTILLA, TIMOTHY**								**242.00**
05/07/18	0000068349	C		05/09/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04900	70200	4550	6190000	17-18	379.25	
						05/07/2018	**0000068349**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**379.25**
05/07/18	0000068350	C		05/07/2018	YORKE, CARLA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	17-18	146.39	
						05/07/2018	**0000068350**	**YORKE, CARLA**								**146.39**
05/07/18	0000068351	A		05/08/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	17-18	1,933.03	
						05/07/2018	**0000068351**	**GOLDEN STAR TECHNOLOGY INC.**								**1,933.03**
05/07/18	0000068352	C		05/07/2018	KENNY'S II AUTO SERVICE	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	185.00	
						05/07/2018	**0000068352**	**KENNY'S II AUTO SERVICE**								**185.00**
05/07/18	0000068353	C		05/25/2018	AMAZON	INSTRUCTIONAL SUPPLIES	CIS	01.3	00000.0	04100	70200	4320	0700000	17-18	1,289.06	
						05/07/2018	**0000068353**	**AMAZON**								**1,289.06**
05/08/18	0000068354	C		05/09/2018	RODGER'S CATERING	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	17-18	871.89	
						05/08/2018	**0000068354**	**RODGER'S CATERING**								**871.89**

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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
05/08/18	0000068355	C		05/09/2018	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	44.75	
						05/08/2018	**0000068355**	**HOGUE, KATHY**								**44.75**
05/08/18	0000068356	C		05/09/2018	HOGAN, DAVID ALLEN	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/08/2018	**0000068356**	**HOGAN, DAVID ALLEN**								**100.00**
05/08/18	0000068357	C		05/09/2018	ALMAZAN, JUAN CARLOS	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/08/2018	**0000068357**	**ALMAZAN, JUAN CARLOS**								**100.00**
05/08/18	0000068358	C		05/09/2018	SAKAMOTO, JAMIE HISA	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/08/2018	**0000068358**	**SAKAMOTO, JAMIE HISA**								**100.00**
05/08/18	0000068359	C		05/09/2018	DAO, LEILANIE	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/08/2018	**0000068359**	**DAO, LEILANIE**								**100.00**
05/08/18	0000068360	C		05/09/2018	AUGUSTINE, LEESHA	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/08/2018	**0000068360**	**AUGUSTINE, LEESHA**								**100.00**
05/08/18	0000068361	C		05/09/2018	PR NEWSWIRE ASSOCIATION, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	350.00	
						05/08/2018	**0000068361**	**PR NEWSWIRE ASSOCIATION, LLC**								**350.00**
05/08/18	0000068362	C		05/09/2018	AT&T	TELEPHONE SUPP/EQUIP/SYSTEM	Parking	39.5	00000.0	00000	79800	5540	6950000	17-18	1,586.76	
						05/08/2018	**0000068362**	**AT&T**								**1,586.76**
05/08/18	0000068363	C		05/09/2018	CLIA LABORATORY PROGRAM	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	150.00	
						05/08/2018	**0000068363**	**CLIA LABORATORY PROGRAM**								**150.00**

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
05/08/18	0000068364	A		05/09/2018	MATHESON TRI GAS INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6410	0900000	17-18	33,331.14	
						05/08/2018	**0000068364**	**MATHESON TRI GAS INC.**								**33,331.14**
05/08/18	0000068365	A	1	05/15/2018	EXPRESS MOLDING ENGINEERING	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	17-18	4,248.60	
						05/08/2018	**0000068365**	**EXPRESS MOLDING ENGINEERING**								**4,248.60**
05/08/18	0000068366	A	1	05/09/2018	FORMLABS, INC.	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	17-18	968.79	
								01.3	00000.0	03000	70200	6450	0900000	17-18	5,209.64	
						05/08/2018	**0000068366**	**FORMLABS, INC.**								**6,178.43**
05/08/18	0000068368	A		05/08/2018	KLEIN EDUCATIONAL SYSTEMS, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6410	0900000	17-18	19,867.40	
						05/08/2018	**0000068368**	**KLEIN EDUCATIONAL SYSTEMS, INC**								**19,867.40**
05/08/18	0000068369	A		05/08/2018	APPLE INC	PHOTOGRAPHIC SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	1,352.02	
						05/08/2018	**0000068369**	**APPLE INC**								**1,352.02**
05/08/18	0000068370	C		05/09/2018	CITY OF NORWALK	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	150.00	
						05/08/2018	**0000068370**	**CITY OF NORWALK**								**150.00**
05/08/18	0000068371	A	1	05/11/2018	YALE CHASE MATERIALS	VEHICLE PURCHASE/RENT/LEA	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	14,189.78	
						05/08/2018	**0000068371**	**YALE CHASE MATERIALS**								**14,189.78**
05/08/18	0000068372	A		05/08/2018	SWEETWATER SOUND	MUSICAL INSTRUMENTS/SUPP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	6,454.77	
						05/08/2018	**0000068372**	**SWEETWATER SOUND**								**6,454.77**
05/08/18	0000068373	A		05/08/2018	B & H PHOTO VIDEO	PHOTOGRAPHIC SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	24,158.18	
						05/08/2018	**0000068373**	**B & H PHOTO VIDEO**								**24,158.18**

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
05/08/18	0000068374	A		05/08/2018	JAN-AL INNERPRIZES, INC.	MUSICAL INSTRUMENTS/SUPP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	1,418.03	
						05/08/2018	**0000068374**	**JAN-AL INNERPRIZES, INC.**								**1,418.03**
05/08/18	0000068375	X	1	05/14/2018	VENTURA COUNTY COMMUNITY	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	150.00	
						05/08/2018	**0000068375**	**VENTURA COUNTY COMMUNITY COLLGE DISTRI**								**150.00**
05/09/18	0000068376	C		05/09/2018	EL TACO RICO	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	17-18	1,370.65	
						05/09/2018	**0000068376**	**EL TACO RICO**								**1,370.65**
05/09/18	0000068377	C		05/09/2018	RODGER'S CATERING	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	147.83	
						05/09/2018	**0000068377**	**RODGER'S CATERING**								**147.83**
05/09/18	0000068378	C		05/09/2018	DAVIS, MURPHY	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	1,300.00	
						05/09/2018	**0000068378**	**DAVIS, MURPHY**								**1,300.00**
05/09/18	0000068379	C		05/09/2018	LAWTON, DANNY	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	1,300.00	
						05/09/2018	**0000068379**	**LAWTON, DANNY**								**1,300.00**
05/09/18	0000068380	C		05/09/2018	LITTLEJOHN, JORDAN	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	200.00	
						05/09/2018	**0000068380**	**LITTLEJOHN, JORDAN**								**200.00**
05/09/18	0000068381	C		05/09/2018	TYLER, ISAIAH	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	50.00	
						05/09/2018	**0000068381**	**TYLER, ISAIAH**								**50.00**
05/09/18	0000068382	C		05/09/2018	WASHINGTON, JALEN	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	50.00	
						05/09/2018	**0000068382**	**WASHINGTON, JALEN**								**50.00**

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
05/09/18	0000068383	C		05/09/2018	THURY, CHERYL	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	101.35	
						05/09/2018	**0000068383**	**THURY, CHERYL**								**101.35**
05/09/18	0000068384	A		05/09/2018	J. F. DUNCAN INDUSTRIES, INC.	FOOD SERVICES SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	17-18	7,324.06	
						05/09/2018	**0000068384**	**J. F. DUNCAN INDUSTRIES, INC.**								**7,324.06**
05/09/18	0000068385	A		05/09/2018	PACIFIC COLLISION EQUIPMENT CO.	AUTOBODY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	17-18	1,040.15	
								01.3	00000.0	00000	70360	6410	0900000	17-18	47,774.10	
						05/09/2018	**0000068385**	**PACIFIC COLLISION EQUIPMENT CO.**								**48,814.25**
05/09/18	0000068386	A		05/09/2018	MCMASTER CARR SUPPLY CO.	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	541.29	
								01.3	00000.0	00000	70360	6450	0900000	17-18	800.00	
						05/09/2018	**0000068386**	**MCMASTER CARR SUPPLY CO.**								**1,341.29**
05/10/18	0000068387	A		05/11/2018	FRANTONE'S PIZZA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	17-18	123.62	
						05/10/2018	**0000068387**	**FRANTONE'S PIZZA**								**123.62**
05/10/18	0000068388	P		05/12/2018	AMAZON	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	17-18	401.65	
						05/10/2018	**0000068388**	**AMAZON**								**401.65**
05/10/18	0000068389	A		05/10/2018	SWEETWATER SOUND	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	17-18	4,810.79	
								01.3	00000.0	03600	70200	6450	1000000	17-18	2,292.94	
						05/10/2018	**0000068389**	**SWEETWATER SOUND**								**7,103.73**
05/10/18	0000068390	A		05/10/2018	VINTAGE KING AUDIO	AUDIOVISUAL SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	6450	1000000	17-18	9,689.02	
						05/10/2018	**0000068390**	**VINTAGE KING AUDIO**								**9,689.02**

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
05/10/18	0000068391	C		05/11/2018	RODRIGUEZ, NORMA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	73.21	
						05/10/2018	**0000068391**	**RODRIGUEZ, NORMA**								**73.21**
05/10/18	0000068392	A		05/10/2018	ACTION SALES	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	17-18	10,851.81	
								01.3	00000.0	03000	70200	6450	0900000	17-18	2,230.52	
						05/10/2018	**0000068392**	**ACTION SALES**								**13,082.33**
05/10/18	0000068393	C		05/11/2018	PAZ, RICARDO	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	410.63	
						05/10/2018	**0000068393**	**PAZ, RICARDO**								**410.63**
05/10/18	0000068394	A		05/10/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	17-18	51,173.81	
						05/10/2018	**0000068394**	**GOLDEN STAR TECHNOLOGY INC.**								**51,173.81**
05/10/18	0000068395	A		05/10/2018	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	314.94	
						05/10/2018	**0000068395**	**RAN GRAPHICS**								**314.94**
05/10/18	0000068396	A	1	05/15/2018	GOLDEN STAR TECHNOLOGY INC.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	17-18	2,295.92	
						05/10/2018	**0000068396**	**GOLDEN STAR TECHNOLOGY INC.**								**2,295.92**
05/10/18	0000068397	A		05/10/2018	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	230.62	
						05/10/2018	**0000068397**	**RAN GRAPHICS**								**230.62**
05/10/18	0000068398	A		05/10/2018	GOLDEN STAR TECHNOLOGY INC.	INSTR MEDIA MATERIALS/SUPP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	31,448.06	
						05/10/2018	**0000068398**	**GOLDEN STAR TECHNOLOGY INC.**								**31,448.06**
05/11/18	0000068399	A		05/11/2018	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	611.52	
						05/11/2018	**0000068399**	**AMAZON**								**611.52**

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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
05/11/18	0000068400	A		05/11/2018	FOREST PLYWOOD SALES	WOODWORKING	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	867.24	
						05/11/2018	**0000068400**	**FOREST PLYWOOD SALES**								**867.24**
05/11/18	0000068401	C		05/11/2018	ACUNA, MONICA	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	106.22	
						05/11/2018	**0000068401**	**ACUNA, MONICA**								**106.22**
05/11/18	0000068402	A		05/12/2018	WILLICK ENGINEERING	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6410	0900000	17-18	49,275.00	
						05/11/2018	**0000068402**	**WILLICK ENGINEERING COMPANY INC.**								**49,275.00**
05/11/18	0000068403	P		05/12/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	64.99	
						05/11/2018	**0000068403**	**AMAZON**								**64.99**
05/11/18	0000068404	A		05/15/2018	UNDRGRND SIGN SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72004	4550	6190000	17-18	700.00	
						05/11/2018	**0000068404**	**UNDRGRND SIGN SOLUTIONS**								**700.00**
05/11/18	0000068405	A		05/11/2018	B & H PHOTO VIDEO	FILM PROCESSING SUPP/EQUIP	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	17-18	230.61	
						05/11/2018	**0000068405**	**B & H PHOTO VIDEO**								**230.61**
05/11/18	0000068406	P		05/12/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	17-18	225.58	
						05/11/2018	**0000068406**	**AMAZON**								**225.58**
05/11/18	0000068407	C		05/11/2018	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	17-18	130.00	
						05/11/2018	**0000068407**	**THEATRE SERVICES, INC.**								**130.00**
05/11/18	0000068408	P		05/12/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	407.67	
						05/11/2018	**0000068408**	**AMAZON**								**407.67**

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
05/11/18	0000068409	A		05/11/2018	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	155.44	
						05/11/2018	**0000068409**	**STAPLES ADVANTAGE**								**155.44**
05/11/18	0000068410	A		05/11/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	548.72	
						05/11/2018	**0000068410**	**GOLDEN STAR TECHNOLOGY INC.**								**548.72**
05/11/18	0000068411	P		05/12/2018	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	122.95	
						05/11/2018	**0000068411**	**AMAZON**								**122.95**
05/14/18	0000068412	C		05/15/2018	JANTEK ELECTRONICS, INC.	TIME CLOCKS/SYSTEM	Parking	39.5	00000.0	00000	79800	6460	6950000	17-18	2,880.00	
						05/14/2018	**0000068412**	**JANTEK ELECTRONICS, INC.**								**2,880.00**
05/12/18	0000068413	P		05/12/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	149.48	
						05/12/2018	**0000068413**	**AMAZON**								**149.48**
05/12/18	0000068414	P		05/12/2018	AMAZON	NURSING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	309.09	
						05/12/2018	**0000068414**	**AMAZON**								**309.09**
05/12/18	0000068415	P		05/12/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	53.28	
						05/12/2018	**0000068415**	**AMAZON**								**53.28**
05/12/18	0000068416	P		05/12/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	539.99	
						05/12/2018	**0000068416**	**AMAZON**								**539.99**
05/12/18	0000068418	A		05/18/2018	OSCAR'S ELECTRIC INC.	ELECTRICAL CONTRACTORS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	17-18	1,610.00	
						05/12/2018	**0000068418**	**OSCAR'S ELECTRIC INC.**								**1,610.00**

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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
05/12/18	0000068419	A	1	05/15/2018	SHOPBOT TOOLS, INC.	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	1,422.37	
								01.3	00000.0	00000	70360	6410	0900000	17-18	43,635.76	
						05/12/2018	**0000068419**	**SHOPBOT TOOLS, INC.**								**45,058.13**
05/12/18	0000068420	X	1	05/18/2018	RF SYSTEM lab. Nagano Headquarters	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	427.05	
								01.3	00000.0	00000	70360	6450	0900000	17-18	2,836.05	
						05/12/2018	**0000068420**	**RF SYSTEM lab. Nagano Headquarters**								**3,263.10**
05/12/18	0000068421	A		05/12/2018	BOSCH AUTOMOTIVE	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	8,278.87	
						05/12/2018	**0000068421**	**BOSCH AUTOMOTIVE SERVICE SOLUTIONS**								**8,278.87**
05/12/18	0000068422	A		05/12/2018	LOS ALAMITOS AUTO PARTS, INC.	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	7,662.81	
						05/12/2018	**0000068422**	**LOS ALAMITOS AUTO PARTS, INC.**								**7,662.81**
05/12/18	0000068423	A		05/12/2018	LAERDAL MEDICAL CORPORATION	NURSING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	162.38	
								01.3	00000.0	00000	70360	6450	0900000	17-18	8,764.92	
						05/12/2018	**0000068423**	**LAERDAL MEDICAL CORPORATION**								**8,927.30**
05/12/18	0000068424	A		05/12/2018	CONCORDANCE HEALTHCARE	NURSING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	30,599.25	
						05/12/2018	**0000068424**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**30,599.25**
05/12/18	0000068426	A		05/12/2018	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	17-18	7,324.46	
						05/12/2018	**0000068426**	**HENRY SCHEIN INC**								**7,324.46**
05/12/18	0000068427	A		05/12/2018	HU-FRIEDY MFG. CO. LLC	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	411.28	
								01.3	00000.0	00000	70360	6450	0900000	17-18	10,782.25	

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
						05/12/2018	**0000068427**	**HU-FRIEDY MFG. CO. LLC**								**11,193.53**
05/12/18	0000068428	A		05/16/2018	DENTSPLY NORTH AMERICA	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	3,542.99	
								01.3	00000.0	00000	70360	6450	0900000	17-18	5,398.35	
						05/12/2018	**0000068428**	**DENTSPLY NORTH AMERICA**								**8,941.34**
05/12/18	0000068429	A		05/12/2018	MICRO CURRENT TECHNOLOGY, INC.	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	17,415.28	
						05/12/2018	**0000068429**	**MICRO CURRENT TECHNOLOGY, INC.**								**17,415.28**
05/12/18	0000068430	A		05/12/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	3,126.57	
								01.3	00000.0	00000	70360	5810	0900000	17-18	3,731.29	
								01.3	00000.0	00000	70360	6450	0900000	17-18	8,078.20	
						05/12/2018	**0000068430**	**GOLDEN STAR TECHNOLOGY INC.**								**14,936.06**
05/12/18	0000068431	A		05/12/2018	MARIANNA INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	658.35	
						05/12/2018	**0000068431**	**MARIANNA INC**								**658.35**
05/12/18	0000068432	A	1	05/14/2018	GOPHER	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	4,464.19	
						05/12/2018	**0000068432**	**GOPHER**								**4,464.19**
05/12/18	0000068433	C		05/16/2018	INFOBASE	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	1,080.52	
						05/12/2018	**0000068433**	**INFOBASE**								**1,080.52**
05/12/18	0000068434	C		05/15/2018	CSMCS	MISCELLANEOUS	Human Resources	01.0	00000.0	00000	05100	5810	6730000	17-18	50.00	
						05/12/2018	**0000068434**	**CSMCS**								**50.00**
05/12/18	0000068435	C		05/15/2018	CSMCS	MISCELLANEOUS	Human Resources	01.0	00000.0	00000	05100	5810	6730000	17-18	50.00	

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
						05/12/2018	**0000068435**	**CSMCS**								**50.00**
05/12/18	0000068436	P		05/16/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	29.35	
						05/12/2018	**0000068436**	**AMAZON**								**29.35**
05/12/18	0000068437	C		05/16/2018	CLIFTONLARSONALLEN LLP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5710	6721000	17-18	8,055.00	
						05/12/2018	**0000068437**	**CLIFTONLARSONALLEN LLP**								**8,055.00**
05/12/18	0000068438	C		05/16/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	966.00	
						05/12/2018	**0000068438**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**966.00**
05/12/18	0000068439	A	1	05/22/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	17-18	127.63	
						05/12/2018	**0000068439**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**127.63**
05/12/18	0000068440	C		05/16/2018	MILLER, ELIZABETH	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	17-18	88.23	
						05/12/2018	**0000068440**	**MILLER, ELIZABETH**								**88.23**
05/12/18	0000068441	C		05/16/2018	MONTEBELLO USD	BUSES	School Relations	01.0	00000.0	00000	03320	4550	6493000	17-18	300.00	
						05/12/2018	**0000068441**	**MONTEBELLO USD**								**300.00**
05/12/18	0000068442	A		05/16/2018	ASSESSMENT TECHNOLOGIES	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	11,220.00	
						05/12/2018	**0000068442**	**ASSESSMENT TECHNOLOGIES INST. ATI**								**11,220.00**
05/12/18	0000068443	C		05/16/2018	DOWNEY HIGH SCHOOL	BUSES	School Relations	01.0	00000.0	00000	03320	4550	6493000	17-18	300.00	
						05/12/2018	**0000068443**	**DOWNEY HIGH SCHOOL**								**300.00**
05/12/18	0000068444	P		05/16/2018	AMAZON	BOOKS	Interdisciplinary Studies	01.3	00000.0	00000	75305	4420	4900000	17-18	574.00	

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
						05/12/2018	**0000068444**	**AMAZON**								**574.00**
05/12/18	0000068445	A		05/16/2018	LAERDAL MEDICAL CORPORATION	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	438.19	
						05/12/2018	**0000068445**	**LAERDAL MEDICAL CORPORATION**								**438.19**
05/12/18	0000068446	P		05/16/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	398.75	
						05/12/2018	**0000068446**	**AMAZON**								**398.75**
05/12/18	0000068447	A		05/16/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	524.86	
							Interdisciplinary Studies	01.3	00000.0	00000	75305	6450	4900000	17-18	1,949.58	
						05/12/2018	**0000068447**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**2,474.44**
05/12/18	0000068448	A		05/16/2018	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	342.72	
						05/12/2018	**0000068448**	**SCANTRON CORPORATION**								**342.72**
05/12/18	0000068449	C		05/16/2018	SAL'S PLUMBING INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	366.75	
						05/12/2018	**0000068449**	**SAL'S PLUMBING INC**								**366.75**
05/12/18	0000068450	C		05/16/2018	GRADIN, SUSAN	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70720	4550	6190000	17-18	300.00	
						05/12/2018	**0000068450**	**GRADIN, SUSAN**								**300.00**
05/12/18	0000068451	C		05/16/2018	MURRAY, MARYBETH	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70720	1320	6190000	17-18	100.00	
						05/12/2018	**0000068451**	**MURRAY, MARYBETH**								**100.00**
05/12/18	0000068452	C		05/16/2018	GUTIERREZ, JESSICA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70720	1320	6190000	17-18	100.00	
						05/12/2018	**0000068452**	**GUTIERREZ, JESSICA**								**100.00**

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
05/12/18	0000068453	C		05/16/2018	SCOTT, CATHERINE	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70720	1320	6190000	17-18	100.00	
						05/12/2018	**0000068453**	**SCOTT, CATHERINE**								**100.00**
05/12/18	0000068454	C		05/21/2018	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	5,629.49	
						05/12/2018	**0000068454**	**BANK OF AMERICA**								**5,629.49**
05/12/18	0000068455	A		05/16/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	834.65	
						05/12/2018	**0000068455**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**834.65**
05/12/18	0000068456	A		05/12/2018	5TH AXIS	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	229.11	
								01.3	00000.0	00000	70360	6450	0900000	17-18	2,106.34	
						05/12/2018	**0000068456**	**5TH AXIS**								**2,335.45**
05/12/18	0000068457	A		05/12/2018	SPARKFUN	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	235.20	
								01.3	00000.0	00000	70360	6450	0900000	17-18	14,715.92	
						05/12/2018	**0000068457**	**SPARKFUN**								**14,951.12**
05/12/18	0000068458	A		05/12/2018	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	2,617.05	
						05/12/2018	**0000068458**	**HAAS FACTORY OUTLET**								**2,617.05**
05/12/18	0000068459	A		05/12/2018	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	11,602.38	
						05/12/2018	**0000068459**	**APPLE INC**								**11,602.38**
05/14/18	0000068460	A		05/14/2018	NANOSCIENCE INSTURMENTS	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	17-18	65,590.50	
						05/14/2018	**0000068460**	**NANOSCIENCE INSTURMENTS**								**65,590.50**
05/14/18	0000068461	A		05/14/2018	PLANET BIDS, INC.	CONTRACTED SERVICES	Purchasing	01.0	00000.0	00000	04300	5810	6722000	17-18	24,000.00	

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
						05/14/2018	**0000068461**	**PLANET BIDS, INC.**								**24,000.00**
05/14/18	0000068462	A		05/14/2018	CONVERGE ONE, INC.	SOFTWARE	Oth Instr Sup Services	01.3	00000.0	00000	70266	6310	6190000	17-18	40,412.07	
						05/14/2018	**0000068462**	**CONVERGE ONE, INC.**								**40,412.07**
05/14/18	0000068463	A		05/14/2018	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	31.76	
						05/14/2018	**0000068463**	**TCB PRINTING**								**31.76**
05/14/18	0000068464	A		05/14/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	4550	7100000	17-18	213.22	
						05/14/2018	**0000068464**	**GOLDEN STAR TECHNOLOGY INC.**								**213.22**
05/15/18	0000068465	C		05/15/2018	UNIVERSITY TIMES (CSULA)	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	500.00	
						05/15/2018	**0000068465**	**UNIVERSITY TIMES (CSULA)**								**500.00**
05/15/18	0000068466	C		05/15/2018	CSMCS	CONTRACT SERVICES RENDERED	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	50.00	
						05/15/2018	**0000068466**	**CSMCS**								**50.00**
05/15/18	0000068467	A		05/15/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	17-18	4,792.38	
						05/15/2018	**0000068467**	**GOLDEN STAR TECHNOLOGY INC.**								**4,792.38**
05/15/18	0000068468	A		05/15/2018	PCC NETWORK SOLUTIONS	UTILITIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	350.04	
						05/15/2018	**0000068468**	**PCC NETWORK SOLUTIONS**								**350.04**
05/15/18	0000068469	A		05/15/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	3,607.29	
						05/15/2018	**0000068469**	**GOLDEN STAR TECHNOLOGY INC.**								**3,607.29**
05/15/18	0000068470	A		05/15/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	1,125.11	

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
						05/15/2018	**0000068470**	**DIVERSIFIED BUSINESS SERVICES**								**1,125.11**
05/16/18	0000068471	C		05/16/2018	DOUGLAS GOULD AND COMPANY	CONSULTANTS	General Administration	01.0	00000.0	00000	01200	5810	6006000	17-18	2,570.00	
						05/16/2018	**0000068471**	**DOUGLAS GOULD AND COMPANY**								**2,570.00**
05/16/18	0000068472	C		05/16/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	1,750.00	
						05/16/2018	**0000068472**	**ATKINSON, ANDELSON, LOYA, RUUD**								**1,750.00**
05/16/18	0000068473	C		05/16/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	5,767.50	
						05/16/2018	**0000068473**	**ATKINSON, ANDELSON, LOYA, RUUD**								**5,767.50**
05/16/18	0000068474	A		05/16/2018	KNORR SYSTEMS, INC.	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	635.64	
						05/16/2018	**0000068474**	**KNORR SYSTEMS, INC.**								**635.64**
05/16/18	0000068475	C		05/16/2018	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	20,612.61	
						05/16/2018	**0000068475**	**COMMUNITY COLLEGE LIBRARY CONSORTIUM**								**20,612.61**
05/16/18	0000068476	C		05/16/2018	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	6,089.00	
						05/16/2018	**0000068476**	**COMMUNITY COLLEGE LIBRARY CONSORTIUM**								**6,089.00**
05/16/18	0000068477	C		05/16/2018	SIXTEENTH CENTURY JOURNAL	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	100.00	
						05/16/2018	**0000068477**	**SIXTEENTH CENTURY JOURNAL**								**100.00**
05/16/18	0000068478	A		05/16/2018	COMPLETE OFFICE OF CA	JANITORIAL SUPP/EQUIP	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	17-18	323.03	
						05/16/2018	**0000068478**	**COMPLETE OFFICE OF CA**								**323.03**
05/16/18	0000068479	C		05/16/2018	RODGER'S CATERING	CATERING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	17-18	367.12	

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
						05/16/2018	**0000068479**	**RODGER'S CATERING**								**367.12**
05/16/18	0000068480	A		05/16/2018	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	17-18	341.73	
						05/16/2018	**0000068480**	**SCANTRON CORPORATION**								**341.73**
05/17/18	0000068481	C		05/17/2018	LUNA GRILL	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	17-18	3,347.37	
						05/17/2018	**0000068481**	**LUNA GRILL**								**3,347.37**
05/18/18	0000068482	C		05/18/2018	CPD ADVERTISING & DESIGN INC	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5810	6006000	17-18	257.33	
						05/18/2018	**0000068482**	**CPD ADVERTISING & DESIGN INC**								**257.33**
05/18/18	0000068483	A		05/18/2018	TORMACH INC.	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	4,039.49	
								01.3	00000.0	00000	70360	6450	0900000	17-18	4,367.96	
						05/18/2018	**0000068483**	**TORMACH INC.**								**8,407.45**
05/18/18	0000068484	A		05/18/2018	GOPHER	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	2,546.97	
								01.3	00000.0	00000	70360	6450	0900000	17-18	5,631.59	
						05/18/2018	**0000068484**	**GOPHER**								**8,178.56**
05/18/18	0000068485	A		05/18/2018	DYNATRONICS CORP	PHYSICAL THERAPY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	2,880.10	
						05/18/2018	**0000068485**	**DYNATRONICS CORP**								**2,880.10**
05/18/18	0000068486	A		05/18/2018	MEDI-STIM, INC.	PHYSICAL THERAPY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	268.65	
								01.3	00000.0	00000	70360	6450	0900000	17-18	1,175.37	
						05/18/2018	**0000068486**	**MEDI-STIM, INC.**								**1,444.02**
05/18/18	0000068487	X	1	05/21/2018	NEED TO ADD VENDOR	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	1,263.68	

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
05/18/18	0000068487	X	1	05/21/2018	NEED TO ADD VENDOR	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	3,613.49	
						05/18/2018	**0000068487**	**NEED TO ADD VENDOR**								**4,877.17**
05/18/18	0000068488	X	1	05/31/2018	LOGMEIN USA, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	528.00	
						05/18/2018	**0000068488**	**LOGMEIN USA, INC.**								**528.00**
05/18/18	0000068489	A		05/18/2018	MEDCO SPORTS MEDICINE	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	437.72	
						05/18/2018	**0000068489**	**MEDCO SPORTS MEDICINE**								**437.72**
05/18/18	0000068490	P		05/18/2018	BANK OF AMERICA	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	127.50	
						05/18/2018	**0000068490**	**BANK OF AMERICA**								**127.50**
05/18/18	0000068491	P		05/18/2018	NEED TO ADD VENDOR	SOFTWARE	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6310	0900000	17-18	500.00	
						05/18/2018	**0000068491**	**NEED TO ADD VENDOR**								**500.00**
05/18/18	0000068492	A		05/18/2018	C & M TOPLINE	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	643.82	
								01.3	00000.0	00000	70360	6450	0900000	17-18	3,338.60	
						05/18/2018	**0000068492**	**C & M TOPLINE**								**3,982.42**
05/18/18	0000068493	A		05/18/2018	TCB PRINTING	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	17-18	43.80	
						05/18/2018	**0000068493**	**TCB PRINTING**								**43.80**
05/18/18	0000068494	C		05/18/2018	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	25.00	
						05/18/2018	**0000068494**	**SOROPTIMIST INTERNATIONAL OF ARTESIA-CER**								**25.00**
05/18/18	0000068495	C		05/18/2018	GED TESTING SERVICE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02322	72000	5210	6190000	17-18	475.00	
						05/18/2018	**0000068495**	**GED TESTING SERVICE**								**475.00**

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
05/18/18	0000068496	A		05/18/2018	WESTIN SAN DIEGO, THE	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	17-18	1,404.22	
						05/18/2018	**0000068496**	**WESTIN SAN DIEGO, THE**								**1,404.22**
05/18/18	0000068497	A		05/18/2018	ACHRO/EEO	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	17-18	1,700.00	
						05/18/2018	**0000068497**	**ACHRO/EEO**								**1,700.00**
05/18/18	0000068498	A		05/18/2018	COMPUTER SPORTS MEDICINE, INC.	MISCELLANEOUS	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	750.00	
						05/18/2018	**0000068498**	**COMPUTER SPORTS MEDICINE, INC.**								**750.00**
05/18/18	0000068499	C		05/18/2018	DEZMON, MURPHY	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	50.00	
						05/18/2018	**0000068499**	**DEZMON, MURPHY**								**50.00**
05/21/18	0000068500	C		05/21/2018	ANGUIANO, FRANKLIN	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	60.00	
						05/21/2018	**0000068500**	**ANGUIANO, FRANKLIN**								**60.00**
05/21/18	0000068501	C		05/21/2018	AWAD, JAMAL	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	50.00	
						05/21/2018	**0000068501**	**AWAD, JAMAL**								**50.00**
05/21/18	0000068502	P		05/21/2018	HERTZ CAR RENTAL	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	17-18	250.70	
						05/21/2018	**0000068502**	**HERTZ CAR RENTAL**								**250.70**
05/21/18	0000068503	P		05/21/2018	AMAZON	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	979.90	
						05/21/2018	**0000068503**	**AMAZON**								**979.90**
05/21/18	0000068504	P		05/21/2018	HERTZ CAR RENTAL	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	17-18	350.00	
						05/21/2018	**0000068504**	**HERTZ CAR RENTAL**								**350.00**

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
05/21/18	0000068505	C		05/23/2018	STANTON, MICHAEL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	17-18	500.00	
						05/21/2018	**0000068505**	**STANTON, MICHAEL**								**500.00**
05/21/18	0000068506	A		05/23/2018	LUNDEEN, BRITTANY	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	277.54	
						05/21/2018	**0000068506**	**LUNDEEN, BRITTANY**								**277.54**
05/21/18	0000068507	A		05/23/2018	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	386.00	
						05/21/2018	**0000068507**	**FISHER, CHELENA**								**386.00**
05/21/18	0000068508	A		05/23/2018	BALLOON WONDERLAND	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	1,582.28	
						05/21/2018	**0000068508**	**BALLOON WONDERLAND**								**1,582.28**
05/21/18	0000068509	C		05/23/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	17-18	612.02	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	29,055.24	
						05/21/2018	**0000068509**	**PARKER & COVERT, L.L.P.**								**29,667.26**
05/21/18	0000068510	C		05/23/2018	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	262.00	
						05/21/2018	**0000068510**	**LIEBERT CASSIDY WHITMORE**								**262.00**
05/21/18	0000068511	A		05/23/2018	DAILY TITAN	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	400.00	
						05/21/2018	**0000068511**	**DAILY TITAN**								**400.00**
05/21/18	0000068512	A		05/23/2018	FISHER, CHELENA	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	17-18	1,258.58	
						05/21/2018	**0000068512**	**FISHER, CHELENA**								**1,258.58**
05/21/18	0000068513	C		05/23/2018	SAIKRUPA FOODS, INC.	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	69.65	
						05/21/2018	**0000068513**	**SAIKRUPA FOODS, INC.**								**69.65**

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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
05/21/18	0000068514	C		05/23/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	17-18	270.76	
						05/21/2018	**0000068514**	**MCKINLEY, COLLEEN**								**270.76**
05/21/18	0000068515	P		05/22/2018	AMAZON	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	17-18	374.75	
						05/21/2018	**0000068515**	**AMAZON**								**374.75**
05/21/18	0000068516	P		05/22/2018	AMAZON	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	299.94	
						05/21/2018	**0000068516**	**AMAZON**								**299.94**
05/21/18	0000068517	A		05/22/2018	KLEIN EDUCATIONAL SYSTEMS, INC	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	17-18	755.51	
						05/21/2018	**0000068517**	**KLEIN EDUCATIONAL SYSTEMS, INC**								**755.51**
05/21/18	0000068518	C		05/23/2018	RODGER'S CATERING	CATERING SERVICES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	81.30	
						05/21/2018	**0000068518**	**RODGER'S CATERING**								**81.30**
05/21/18	0000068519	C		05/23/2018	GRIJALVA, TONI	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	17-18	152.93	
						05/21/2018	**0000068519**	**GRIJALVA, TONI**								**152.93**
05/21/18	0000068520	A		05/23/2018	FRANTONE'S PIZZA	CATERING SERVICES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	85.20	
						05/21/2018	**0000068520**	**FRANTONE'S PIZZA**								**85.20**
05/21/18	0000068521	C		05/23/2018	BREASTFEED LA	CONSULTANTS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	17-18	300.00	
						05/21/2018	**0000068521**	**BREASTFEED LA**								**300.00**
05/21/18	0000068522	P		05/23/2018	AMAZON	HORTICULTURE SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70266	4550	6190000	17-18	239.20	
						LABORATORY SUPP/EQUIP		01.3	00000.0	00000	70266	4550	6190000	17-18	2,008.38	

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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
						05/21/2018	**0000068522**	**AMAZON**								**2,247.58**
05/21/18	0000068523	C		05/23/2018	ASSOCIATED STUDENTS	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	100.00	
						05/21/2018	**0000068523**	**ASSOCIATED STUDENTS CERRITOS COLLEGE**								**100.00**
05/21/18	0000068524	C		05/23/2018	TALON MARKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	5830	6190000	17-18	25.00	
						05/21/2018	**0000068524**	**TALON MARKS**								**25.00**
05/21/18	0000068525	C		05/23/2018	SHUKLA, ANJALI NAYAN	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	100.00	
						05/21/2018	**0000068525**	**SHUKLA, ANJALI NAYAN**								**100.00**
05/21/18	0000068526	C		05/23/2018	SAIKRUPA FOODS, INC.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07001	73460	4550	6730000	17-18	201.17	
						05/21/2018	**0000068526**	**SAIKRUPA FOODS, INC.**								**201.17**
05/21/18	0000068527	C		05/23/2018	SHUKLA, NEERJA NAYAN	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	100.00	
						05/21/2018	**0000068527**	**SHUKLA, NEERJA NAYAN**								**100.00**
05/21/18	0000068528	C		05/23/2018	RAPHAEL, VALYNCIA C.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	105.00	
						05/21/2018	**0000068528**	**RAPHAEL, VALYNCIA C.**								**105.00**
05/21/18	0000068529	A		05/21/2018	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	17-18	207.72	
						05/21/2018	**0000068529**	**RAN GRAPHICS**								**207.72**
05/21/18	0000068530	A		05/22/2018	TCB PRINTING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	31.76	
						05/21/2018	**0000068530**	**TCB PRINTING**								**31.76**
05/21/18	0000068531	C		05/22/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	8,251.99	

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
						05/21/2018	**0000068531**	**PARKER & COVERT, L.L.P.**								**8,251.99**
05/21/18	0000068532	A		05/22/2018	APPLE INC	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	6310	6016000	17-18	1,620.00	
								39.1	00000.0	00006	79850	6310	6016000	17-18	180.00	
						05/21/2018	**0000068532**	**APPLE INC**								**1,800.00**
05/21/18	0000068533	A		05/21/2018	RAN GRAPHICS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	235.00	
						05/21/2018	**0000068533**	**RAN GRAPHICS**								**235.00**
05/21/18	0000068534	A		05/22/2018	DIGI-KEY	LABORATORY SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	8,742.48	
						05/21/2018	**0000068534**	**DIGI-KEY**								**8,742.48**
05/21/18	0000068535	A		05/22/2018	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	1,157.90	
						05/21/2018	**0000068535**	**DIVERSIFIED BUSINESS SERVICES**								**1,157.90**
05/21/18	0000068536	A		05/22/2018	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	1,891.50	
						05/21/2018	**0000068536**	**DIVERSIFIED BUSINESS SERVICES**								**1,891.50**
05/21/18	0000068537	C		05/22/2018	SVM, LP	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	13,050.00	
						05/21/2018	**0000068537**	**SVM, LP**								**13,050.00**
05/21/18	0000068538	A		05/21/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	7,450.10	
						05/21/2018	**0000068538**	**GOLDEN STAR TECHNOLOGY INC.**								**7,450.10**
05/21/18	0000068539	A		05/21/2018	VIA PROMOTIONALS INC.	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	2,803.20	
						05/21/2018	**0000068539**	**VIA PROMOTIONALS INC.**								**2,803.20**

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
05/21/18	0000068540	A		05/21/2018	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	17-18	348.88	
						05/21/2018	**0000068540**	**RAN GRAPHICS**								**348.88**
05/21/18	0000068541	A		05/21/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	2,680.58	
						05/21/2018	**0000068541**	**GOLDEN STAR TECHNOLOGY INC.**								**2,680.58**
05/21/18	0000068542	A		05/22/2018	MILLER, KIRK	REIMBURSEMENT	Arts	01.0	00000.0	00000	02520	5630	1052000	17-18	80.00	
						05/21/2018	**0000068542**	**MILLER, KIRK**								**80.00**
05/21/18	0000068543	C		05/22/2018	SVM, LP	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	10,025.00	
						05/21/2018	**0000068543**	**SVM, LP**								**10,025.00**
05/21/18	0000068544	A		05/21/2018	VIA PROMOTIONALS INC.	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	4,774.20	
						05/21/2018	**0000068544**	**VIA PROMOTIONALS INC.**								**4,774.20**
05/21/18	0000068545	A		05/21/2018	MR. B'S TEE	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70264	4550	6190000	17-18	315.86	
						05/21/2018	**0000068545**	**MR. B'S TEE**								**315.86**
05/21/18	0000068546	A		05/21/2018	STAPLES ADVANTAGE	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70264	4550	6190000	17-18	333.85	
						05/21/2018	**0000068546**	**STAPLES ADVANTAGE**								**333.85**
05/21/18	0000068547	A		05/21/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70264	4550	6190000	17-18	267.70	
						05/21/2018	**0000068547**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**267.70**
05/21/18	0000068548	P		05/22/2018	BANK OF AMERICA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70264	4550	6190000	17-18	116.86	
						05/21/2018	**0000068548**	**BANK OF AMERICA**								**116.86**
05/21/18	0000068549	C		05/21/2018	BANK OF AMERICA	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	17-18	120.00	

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
						05/21/2018	**0000068549**		**BANK OF AMERICA**							**120.00**
05/21/18	0000068550	C		05/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	17-18	1,172.12	
						05/21/2018	**0000068550**		**BANK OF AMERICA**							**1,172.12**
05/21/18	0000068551	C		05/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	730.00	
						05/21/2018	**0000068551**		**BANK OF AMERICA**							**730.00**
05/21/18	0000068552	C		05/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	388.02	
						05/21/2018	**0000068552**		**BANK OF AMERICA**							**388.02**
05/21/18	0000068553	C		05/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	102.38	
						05/21/2018	**0000068553**		**BANK OF AMERICA**							**102.38**
05/21/18	0000068554	C		05/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01300	01100	5210	6005000	17-18	1,172.12	
						05/21/2018	**0000068554**		**BANK OF AMERICA**							**1,172.12**
05/22/18	0000068555	A		05/22/2018	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	17-18	2,550.32	
						05/22/2018	**0000068555**		**PERFECT FORM**							**2,550.32**
05/22/18	0000068556	A		05/22/2018	TCB PRINTING	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	17-18	21.90	
						05/22/2018	**0000068556**		**TCB PRINTING**							**21.90**
05/22/18	0000068557	P		05/22/2018	NEED TO ADD VENDOR	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	17-18	51.00	
						05/22/2018	**0000068557**		**NEED TO ADD VENDOR**							**51.00**
05/22/18	0000068558	A		05/22/2018	AMERICAN FENCE COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	19,691.66	

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
						05/22/2018	**0000068558**	**AMERICAN FENCE COMPANY**								**19,691.66**
05/22/18	0000068559	A		05/22/2018	STAPLES ADVANTAGE	OFFICE SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	17-18	86.70	
						05/22/2018	**0000068559**	**STAPLES ADVANTAGE**								**86.70**
05/22/18	0000068560	P		05/22/2018	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	5,800.00	
						05/22/2018	**0000068560**	**PREFERRED LANDSCAPE, INC.**								**5,800.00**
05/22/18	0000068561	A		05/22/2018	ECONO FENCE INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6120	7100000	17-18	4,325.00	
						05/22/2018	**0000068561**	**ECONO FENCE INC.**								**4,325.00**
05/22/18	0000068562	C		05/22/2018	SPRINGSHARE LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	574.00	
						05/22/2018	**0000068562**	**SPRINGSHARE LLC**								**574.00**
05/22/18	0000068563	C		05/22/2018	HALL, CINDY	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	17-18	2,000.00	
						05/22/2018	**0000068563**	**HALL, CINDY**								**2,000.00**
05/22/18	0000068564	A		05/22/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	17-18	370.38	
						05/22/2018	**0000068564**	**DIVERSIFIED BUSINESS SERVICES**								**370.38**
05/22/18	0000068565	A		05/22/2018	CASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	17-18	300.00	
						05/22/2018	**0000068565**	**CASFAA**								**300.00**
05/22/18	0000068566	C		05/23/2018	HART, SHELLEY LORRAINE	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	
						05/22/2018	**0000068566**	**HART, SHELLEY LORRAINE**								**100.00**
05/22/18	0000068567	A		05/23/2018	SHILLING, ADAM	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04500	70200	5810	6190000	17-18	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
						05/22/2018	**0000068567**	**SHILLING, ADAM**								**100.00**
05/24/18	0000068568	P		05/26/2018	AMAZON	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	109.99	
						05/24/2018	**0000068568**	**AMAZON**								**109.99**
05/23/18	0000068569	A		05/23/2018	UNIVERSITY TIMES (CSULA)	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	328.50	
						05/23/2018	**0000068569**	**UNIVERSITY TIMES (CSULA)**								**328.50**
05/23/18	0000068570	C		05/23/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	17-18	91.98	
						05/23/2018	**0000068570**	**RODGER'S CATERING**								**91.98**
05/23/18	0000068571	C		05/23/2018	NaBITA	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	1,199.00	
						05/23/2018	**0000068571**	**NaBITA**								**1,199.00**
05/24/18	0000068572	A		05/24/2018	TESTEQUITY LLC	LABORATORY SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	39,386.02	
						05/24/2018	**0000068572**	**TESTEQUITY LLC**								**39,386.02**
05/24/18	0000068573	A		05/24/2018	GAPWIRELESS	LABORATORY SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	8,394.70	
						05/24/2018	**0000068573**	**GAPWIRELESS**								**8,394.70**
05/26/18	0000068574	A		05/26/2018	BSN SPORTS	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	849.43	
								01.3	00000.0	00000	70360	6450	0900000	17-18	2,922.67	
						05/26/2018	**0000068574**	**BSN SPORTS**								**3,772.10**
05/26/18	0000068575	A		05/26/2018	HILTON LOS ANGELES AIRPORT	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	202.63	
						05/26/2018	**0000068575**	**HILTON LOS ANGELES AIRPORT**								**202.63**

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05/26/18	0000068576	P		05/26/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	240.80	
						05/26/2018	**0000068576**	**BANK OF AMERICA**								**240.80**
05/29/18	0000068577	A		05/29/2018	SKIN ACT/ SPA AND EQUIPMENT	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	2,955.07	
						05/29/2018	**0000068577**	**SKIN ACT/ SPA AND EQUIPMENT**								**2,955.07**
05/29/18	0000068578	C		05/29/2018	CERRITOS COMMUNITY	MISCELLANEOUS	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	90.00	
						05/29/2018	**0000068578**	**CERRITOS COMMUNITY PRAYER BREAKFAST**								**90.00**
05/31/18	0000068579	A		05/31/2018	JONES, KENNETH	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	60.00	
						05/31/2018	**0000068579**	**JONES, KENNETH**								**60.00**
05/31/18	0000068580	A		05/31/2018	WILLIAMS, TERENCE	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	40.00	
						05/31/2018	**0000068580**	**WILLIAMS, TERENCE**								**40.00**
05/31/18	0000068581	A		05/31/2018	NIETO, RAFAEL	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	75.00	
						05/31/2018	**0000068581**	**NIETO, RAFAEL**								**75.00**
05/31/18	0000068582	A		05/31/2018	MENDOZA, GABRIELLE	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	60.00	
						05/31/2018	**0000068582**	**MENDOZA, GABRIELLE**								**60.00**
05/31/18	0000068583	A		05/31/2018	BENNETTE, RYAN	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	60.00	
						05/31/2018	**0000068583**	**BENNETTE, RYAN**								**60.00**
05/31/18	0000068584	A		05/31/2018	SANCHEZ, ABRAXAZ	MISCELLANEOUS	Oth Community Srvcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	50.00	
						05/31/2018	**0000068584**	**SANCHEZ, ABRAXAZ**								**50.00**
05/31/18	0000068585	A		05/31/2018	HOYLE, SHEELA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	390.00	

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						05/31/2018	**0000068585**	**HOYLE, SHEELA**								**390.00**
05/31/18	0000068586	A		05/31/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	139.67	
						05/31/2018	**0000068586**	**HILL, SHELIA**								**139.67**
05/31/18	0000068587	A	1	05/31/2018	CAREERAMERICA LLC	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	17-18	17,000.00	
						05/31/2018	**0000068587**	**CAREERAMERICA LLC**								**17,000.00**
05/31/18	0000068588	A		05/31/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	134.85	
						05/31/2018	**0000068588**	**HILL, SHELIA**								**134.85**
05/31/18	0000068589	A		05/31/2018	SVM, LP	OPEN1	Institutional Effectiveness	01.3	00000.0	03007	73460	7610	6712000	17-18	5,020.96	
						05/31/2018	**0000068589**	**SVM, LP**								**5,020.96**
05/31/18	0000068590	A		05/31/2018	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	127.38	
						05/31/2018	**0000068590**	**FISHER, CHELENA**								**127.38**
05/31/18	0000068591	A		05/31/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	17-18	306.11	
						05/31/2018	**0000068591**	**MCKINLEY, COLLEEN**								**306.11**
05/31/18	0000068592	A		05/31/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	228.20	
						05/31/2018	**0000068592**	**HILL, SHELIA**								**228.20**
05/31/18	0000068593	A		05/31/2018	CAREERAMERICA LLC	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	17-18	5,580.00	
						05/31/2018	**0000068593**	**CAREERAMERICA LLC**								**5,580.00**
05/31/18	0000068594	A		05/31/2018	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	17-18	3,321.90	
						05/31/2018	**0000068594**	**RAN GRAPHICS**								**3,321.90**

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05/23/18	17C0019A	A		05/23/2018	MEDICAL BILLING TECHNOLOGIES,	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	73320	5810	6190000	17-18	500.00	
						05/23/2018	**17C0019A**	**MEDICAL BILLING TECHNOLOGIES, INC.**								**500.00**
05/23/18	17C0079	A		05/23/2018	PEREZ, ADRIAN	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
						05/23/2018	**17C0079**	**PEREZ, ADRIAN**								**300.00**
05/02/18	17C0148	A		05/02/2018	PARSONS, SUSAN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5810	6190000	17-18	45,000.00	
						05/02/2018	**17C0148**	**PARSONS, SUSAN**								**45,000.00**
05/10/18	17C0153	C		05/10/2018	LOWELL JOINT SCHOOL DISTRICT	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	5810	6016000	17-18	200.00	
						05/10/2018	**17C0153**	**LOWELL JOINT SCHOOL DISTRICT**								**200.00**
05/30/18	17C0158	A		05/30/2018	ON COURSE	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5810	7000000	17-18	9,500.00	
						05/30/2018	**17C0158**	**ON COURSE**								**9,500.00**
05/02/18	17C0161	C		05/02/2018	BEAUTY WOMEN CLUB	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	100.00	
						05/02/2018	**17C0161**	**BEAUTY WOMEN CLUB**								**100.00**
05/31/18	17C0163	A		05/31/2018	WEST EAST INTERNATIONAL	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	100.00	
						05/31/2018	**17C0163**	**WEST EAST INTERNATIONAL CULTURE INTERFLO**								**100.00**
05/05/18	17C0169	A		05/05/2018	SENTURUS, INC.	CONTRACT CONSULTANTS	Management Information	01.0	00000.0	00000	02260	5810	6780000	17-18	1,245.00	
						05/05/2018	**17C0169**	**SENTURUS, INC.**								**1,245.00**
05/02/18	17C0170	A		05/02/2018	SIGN THIS INC.	MISCELLANEOUS	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	17-18	25,000.00	
						05/02/2018	**17C0170**	**SIGN THIS INC.**								**25,000.00**

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05/11/18	17C0179	C		05/12/2018	INSTITUTE FOR DEMOCRATIC	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	5110	2201000	17-18	2,000.00	
						05/11/2018	**17C0179**	**INSTITUTE FOR DEMOCRATIC EDUCATION AND C**								**2,000.00**
05/15/18	17C0180	A		05/30/2018	ZAMORA, EILEEN	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5810	7000000	17-18	2,000.00	
						05/15/2018	**17C0180**	**ZAMORA, EILEEN**								**2,000.00**
05/21/18	17C0182	C		05/21/2018	BANK OF AMERICA	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	17-18	844.29	
						05/21/2018	**17C0182**	**BANK OF AMERICA**								**844.29**
05/22/18	17FC0039	A		05/22/2018	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	17-18	24,670.00	
						05/22/2018	**17FC0039**	**VERNE'S PLUMBING**								**24,670.00**
05/04/18	17FC0047	A		05/04/2018	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65010	6130	7100000	17-18	44,880.00	
						05/04/2018	**17FC0047**	**MARZOLA CONSTRUCTION CO., INC.**								**44,880.00**
05/22/18	17FC0049	A		05/22/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	20,602.83	
						05/22/2018	**17FC0049**	**DEL MAR FLOOR COVERING INC.**								**20,602.83**
05/26/18	68109A	A		05/26/2018	INFOBASE	MISCELLANEOUS	PE Academy	01.0	00000.0	00000	02560	4320	0805000	17-18	204.95	
						05/26/2018	**68109A**	**INFOBASE**								**204.95**
05/19/18	68160A	P		05/19/2018	AMAZON	OFFICE SUPPLIES	Journalism	01.0	00000.0	00000	02520	4320	1053000	17-18	65.97	
						05/19/2018	**68160A**	**AMAZON**								**65.97**
05/22/18	68175A	P		05/22/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	70363	4320	4900000	17-18	18.43	
						05/22/2018	**68175A**	**BANK OF AMERICA**								**18.43**
05/19/18	68187A	P		05/19/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	17-18	118.00	

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						05/19/2018	**68187A**	**AMAZON**								**118.00**
05/21/18	68353A	P		05/21/2018	AMAZON	INSTRUCTIONAL SUPPLIES	CIS	01.3	00000.0	04100	70200	4320	0700000	17-18	5.99	
						05/21/2018	**68353A**	**AMAZON**								**5.99**
05/07/18	68362A	C		05/07/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	817.14	
						05/07/2018	**68362A**	**DIVERSIFIED BUSINESS SERVICES**								**817.14**
05/16/18	68375A	C		05/16/2018	COMMUNITY COLLEGE LEAGUE of	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	150.00	
						05/16/2018	**68375A**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**150.00**
05/07/18	APO170470	A		05/07/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Adult Education	01.0	00000.0	00000	02320	5640	6980000	17-18	100.00	
						05/07/2018	**APO170470**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**100.00**
05/21/18	APO170471	A		05/22/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	4,000.00	
						05/21/2018	**APO170471**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**4,000.00**
						Total by District : 64360									**1,583,740.07**	**1,583,740.07**

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

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

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

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

ATTACHMENT(S)
May 2018 – Contracts

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

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17C0180	Eileen Zamora	District to provide reimbursement to the Contractor for travel expenses in conjunction with the On Course workshop.	05/22/18	05/24/18	$2,000.00	EOPS
17C0181	Presto Sports	Contractor to redesign the cerritosfalcon.com website to meet accessibility standards	05/14/18	06/30/18	$1,500.00	PE/Athletics
17C0182	Doubletree - Norwalk	Contractor to provide location for the Board Meeting Retreat	04/18/18	04/18/18	$844.29	President's Office
17C0183	Orange County Global Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program	06/01/18	05/31/23	No Cost	Health Occupations
17C0184**						
17C0185	Sonia Perez	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in the training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	04/23/18	04/23/18	$75.00	Teacher Trac
17C0186	Richard Gentile, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program	05/28/18	05/27/23	No Cost	Health Occupations
17C0187	Burgeon Consulting	Contractor to serve as guest speaker for the CTX CRTL summer institute (Train-the-Trainer).	05/22/18	05/22/18	$5,000.00	Human Resources
18C0006	Los Angeles County Office of Education	Memorandum of Understanding between Los Angeles County Office of Education and Cerritos College to provide dual enrollment courses.	08/01/18	07/31/19	No Cost	Educational Partnership
18C0007	AIDS Healthcare Foundation	Contractor to provide mobile truck unit to administer HIV testing and education to ensure early detection of HIV infection.	07/01/18	06/30/23	No Cost	Student Health Services

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

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0008	Laura Lee Bromlow	Contractor to provide not-for-credit, fee-based workshops in the area of Personal Growth classes on an as needed basis.	07/01/18	06/30/23	$1,000.00	Community Education
18C0009***						
18C0010*						
18C0011*						
18C0012*						
18C0013	California Department of Education	Contractor to provide $2,500.00 to support and promote interactive literacy activities for children and families enrolled in the Pre-K and Family Literacy Program.	07/01/18	06/30/19	Income	Health Occupations/ CDC

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

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

CONSTRUCTION RELATED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17FC0051	GonLed	Contractor to provide the lighting upgrades at the Teleconference Center	05/04/18	05/03/19	$29,075.09	Facilities
17FC0052	PaveWest, Inc.	Contractor to provide grading and paving work at the Performing Arts project site	05/22/18	05/23/19	$42,200.00	Facilities
17FC0053	Mel Smith Electric, Inc.	Contractor to provide labor and equipment to disconnect existing electrical power at the Program Management office trailer and reconnect power at its new location.	05/22/18	05/22/19	$27,500.00	Facilities
C101127-85	Tilden-Coil Constructors, Inc.	Task Order No. 85 – Construction Management Fees for the Campus Fiber Upgrades Project	01/05/18	Project Completion	$66,832.00	Facilities
C101127-86	Tilden-Coil Constructors, Inc.	Task Order No. 86 – Additional Services Fees	01/05/18	Project Completion	$300,000.00	Facilities
C101127-87	Tilden-Coil Constructors, Inc.	Task Order No. 87 – Construction Management Fees for the Stadium ADA Improvements Project	04/02/18	Project Completion	$48,718.00	Facilities
17P014	Golden Gate Steel, Inc. DBA Golden Gate Construction	Informal Bid No. 17P014 – Parking Lot 1F Renovation	05/31/18	Project Completion	$142,976.00	Facilities
14P011-11	Koury Engineering & Testing, Inc.	Amendment No. 1 – Additional Testing and Inspection Services for the Parking Lot Phase 2 Project	12/04/17	12/29/17	$7,813.03	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: **July 18, 2018**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

FISCAL IMPACT
Cerritos College will receive funding in the amount of $45.73 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $945,285; funding is made possible through the California Department of Education. No general funds will be used.

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

SERVICES – NEW
CALIFORNIA DEPARTMENT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2018-2019
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education ("CDE") under the Preschool Education Services Programs whereby CDE will reimburse Cerritos College to provide preschool education services/programs. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 20,671 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2018-2019 to provide preschool education services to children under the age of three for a MRA of $945,285 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2018.

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

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

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

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-8163
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 19-6436-00-8

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

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

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

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

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 20,671.0
Minimum Days of Operation (MDO) Requirement 243

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

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

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contract Manager	ADDRESS

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

FISCAL IMPACT
Cerritos College will receive funding in the amount of $45.44 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $195,710; funding is made possible through the California Department of Education. No District general funds will be used.

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

SERVICES – NEW
CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR FISCAL YEAR 2018-2019
Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education ("CDE") under the General Child Care and Development Programs whereby CDE will reimburse Cerritos College to provide preschool education services to children under the age of three. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 4,307 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2018-2019 to provide child development services/programs for a MRA of $195,710 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2018.

Period: The time period of the agreement will be from July 1, 2018 through June 30, 2019.

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

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

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-8072
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 19-6436-00-8

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

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

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

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

Service Requirements
Minimum Child Days of Enrollment (CDE) Requirement 4,307.0
Minimum Days of Operation (MDO) Requirement 243

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

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

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contract Manager	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 195,710	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE): See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 195,710	ITEM: See Attached	CHAPTER	STATUTE / FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO. / B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER: See Attached			DATE	

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-8072

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

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

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

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
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 Contract with Pioneer Medical Group for Physician Services

ACTION
It is recommended that the Board of Trustees ratify the contract with Pioneer Medical Group for Physician Services.

FISCAL IMPACT
The total contract sum shall be in the amount not-to-exceed of $30,000 for fiscal year (FY) 18/19; funding will be allocated from the Student Health Center budget for this expenditure.

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

SERVICES – NEW
PIONEER MEDICAL GROUP
PHYSICIAN SERVICES
Requested by: Dr. Hillary Mennella, Associate Dean of Student Health & Wellness

Purpose: Cerritos College has been contracting with Pioneer Medical Group since September 2006 or earlier for Pioneer Medical Group to provide qualified physicians to perform and oversee medical services for students, staff, and faculty of the college at the Student Health Center. Medical services are provided through administration of direct party contact and/or consultation, including telephonic communication.

The current contract term expired June 30, 2018 and Cerritos College is recommending ratification to enter into a new agreement for fiscal year (FY) 2018-2019 for a not-to-exceed amount of $30,000. Pioneer Medical Group will be paid a standard rate of $65.00 per hour for physicians provided, or a rate of $75.00 per hour for physicians provided that are required to replace the college's registered nurse practitioners (RNP).

Period: The time period will be from July 1, 2018 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 18C0012, -- Independent Contractor Agreement (Medical), Pioneer Medical Group

Cerritos College

Contract No. 18C0012

INDEPENDENT CONTRACTOR AGREEMENT (MEDICAL)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement"), made and entered on **May 23, 2018**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("District"), a public community college district organized under the laws of the state of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650-6203, and **PIONEER MEDICAL GROUP** ("Contractor"), an individual, at **17777 Center Court Drive, Suite 400, Cerritos, CA 90703**. District and Contractor may sometimes be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

A. District offers its students certain health programs and services through its Student Health Center.

B. Contractor is a duly qualified registered **Physician Provider** currently licensed in the state of California.

C. District desires to utilize the services of Contractor and Contractor desires to provide such services.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. Contract. Contractor hereby agrees to provide medical services as a registered **Physician** upon the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement shall begin on **July 1, 2018**, and shall end on **June 30, 2019**; subject, however, to prior termination as provided herein.

3. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor's employees, if any, 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, social security benefits, disability benefits, or any other employee benefit of any kind. Contractor assumes the full responsibility for Contractor's acts or liabilities including those of Contractor's employees or agents, if any, 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. District shall neither have nor exercise control or direction over the methods by which Contractor performs professional services pursuant to this Agreement; provided, however, that Contractor agrees that all work performed pursuant to this Agreement shall be in strict accordance with the standards set forth in this Agreement.

4. Services to be Provided by Contractor.

a. Specific Services. Contractor shall provide professional medical services as a registered **Physician** for and on behalf of District in accordance with the provisions of this Agreement. Contractor agrees that Contractor shall provide all services outlined and specified in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Professional Services").

b. Hours Per Week. Contractor shall provide the Professional Services contemplated by this Agreement during the regular school session (Fall and Spring Semesters) and during the summer school session. District shall notify Contractor of the regular business hours of Student Health Services during which the Professional Services are to be performed.

i. Medical provider shall be present on Thursdays. Medical Director will be present one day per month to provide clinic care and administrative duties. Medical Director will be available on call for any type of needed direction in providing medical care to students, staff or faculty in the Student Health Center clinic.

1) A "Medical Director" shall mean a licensed Physician provided by Contractor and assigned to the District who, among other duties, will perform quality assurance review of charts, authorize standing orders followed by nurse practitioners, and will be available to nurse practitioners by phone if needed to consult about a patient.

2) A "Medical Provider" shall mean a licensed Physician provided by Contractor, however, may also include nurse practitioners and physicians assistants. If a nurse practitioner or physician assistant is provided, a Medical Director or other Physician shall be available by phone, if needed.

3) A "Physician" shall mean a duly licensed medical doctor or an osteopathic doctor able to practice law in California

c. Method of Performing Services. Contractor will determine the details and means in which Contractor shall be performing the above-described services. District shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

d. Personal Services. This Agreement is entered into by District in reliance on the Contractor providing the Professional Services. Contractor shall continue to be primarily responsible for fulfilling the terms of this Agreement.

5. Compensation.

a. Amount. In consideration for the services to be performed by Contractor under this Agreement, District agrees to pay Contractor an amount to be calculated based on a rate of **$65.00** per hour. Contractor shall be paid a rate of **$75.00** per hour if Contractor's provided Physician is to replace District's scheduled Registered Nurse Practitioner (RNP). The total aggregate obligation of District to pay Contractor under this Agreement shall be for a not-to-exceed sum of **THIRTY THOUSAND AND 00/100 Dollars ($30,000.00)**.

b. Payment. District shall pay Contractor on a net-30 day basis. Invoices may be submitted no more than once per month for services rendered 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 associated hours worked and billing rates. 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.

c. State and Federal Taxes. No federal, state or local income tax or payroll tax of any kind, including FICA, unemployment insurance, SDI and other required payroll withholdings, shall be withheld or paid by District on behalf of Contractor or the employees of Contractor, as applicable. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Any taxes to be paid on compensation payable to Contractor shall be the sole responsibility of the Contractor

d. Expenses. All expenses of the Contractor shall be borne exclusively and directly by Contractor.

e. Billing for Professional Services. Neither party shall bill nor collect for any professional services contemplated under this Agreement.

6. Employment of Support Staff. Contractor may, at the Contractor's own expense, employ such assistance as Contractor deems necessary in order for Contractor to perform the services required of Contractor by this Agreement. District may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for payment of all compensation and expenses of these assistants for all state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and other applicable withholdings.

7. Place of Work. Contractor shall perform the services required by this Agreement at any place or location and at such times as Contractor shall determine, provided that work performed on District's premises shall be performed with minimum disruption to District's operations. District may provide Contractor with reasonable and customary working

accommodations to support any on-site activities in the performance of Contractor's services. Notwithstanding the foregoing, no part of the District's premises shall be used at any time by the Contractor as an office for the private practice of medicine.

8. Obligations of Contractor.

a. License; Legal and Ethical Compliance. At all times during the term of this Agreement, Contractor shall:

(1) Maintain an unrestricted license to practice **medicine** in the state of California;

(2) Maintain on an unrestricted basis a Federal DEA number, as appropriate to license;

(3) Comply with all policies, bylaws, rules and regulations of District (other than District's employee personnel rules, policies and procedures) and be a member in good standing of the active staff category;

(4) Maintain professional liability coverage as set forth herein and present to District Representative prior to commencement of services;

(5) Participate in continuing education as necessary to maintain licensure and the current standard of practice;

(6) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; and Standards of Practice Guidelines with appropriate licensing board of the State of California,

(7) Comply with all federal, state and local statutes, ordinances and regulations applicable to the performance of medical services by Contractor, including, but not limited to, the rules and regulations of the Medical Board of California ("MBC") and the Board of Registered Nursing (BRN) and with the ethical standards of the American and California Medical Associations and the American and California Nurses Associations and all boards and agencies with which Contractor has been professionally certified. Contractor shall immediately notify District of the loss of any license or specialization certification, or the initiation of any investigations or disciplinary proceedings undertaken against Contractor by any hospital, the MBC or BRN or any other agency with jurisdiction over the practice of **medicine** by Contractor.

b. Indemnification of Liability. Contractor and its successors or assigns agree to indemnify, defend and hold harmless the District and its Governing Board, 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), alleged to be caused by or arising from: (a) the negligent acts, errors,

or omissions of Contractor or Contractor's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Contractor or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) Contractor's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

c. Equipment and Instrumentalities. Unless inconvenient to the District, Contractor will supply all equipment and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from District.

d. Worker's Compensation. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents, including Contractor, as applicable, and agrees to hold harmless and indemnify District for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents, including Contractor.

e. Professional Conduct and Skills. Contractor shall render Professional Services in accordance with the medical standards and ethics required by law and professional specialty organizations.

f. Recordkeeping; Compliance with District Policies. Subject to federal and California patient privacy laws, including HIPAA (as defined herein), the following shall apply. California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

(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.

(2) District shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five (5) years after final payment hereunder. The Contractor shall retain such records for a period of five (5) years from the date of final payment.

(3) Contractor shall use Contractor's 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. Contractor agrees that at or before the time Contractor ceases to provide services to the District under the terms of this Agreement, Contractor will deliver to District (and will not keep in its possession, recreate, or deliver to anyone else) any and all confidential information, including without limitation, computers, devices, records, lists,

schedules, data, notes, reports, proposals, computer files, other documents or property, or reproductions of any aforementioned items which are in Contractor's possession pursuant to their provision of services to District or otherwise belong to District, its successors or assigns.

(4) Contractor agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1995, as codified at 42 U.S.C. section 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 142 (the "Federal Security Regulations"). Contractor agrees not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. section 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Contractor will utilize appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which Contractor becomes aware. Notwithstanding the foregoing, no attorney client, accountant-client, or other legal privilege shall be deemed waived by Contractor or District by virtue of this subparagraph. The provisions of this subparagraph f. shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

g. Communication. In order to facilitate communication between the District and Contractor, Contractor shall ensure that District is provided with an e-mail address so that District can communicate on a consistent basis and in an effective manner with Contractor.

h. Insurance. Contractor agrees to maintain, during the performance of the services covered by this Agreement, and for period of not less than one (1) year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(1) Type and Amount.

(a) Workers' Compensation (as applicable): Statutory Form.

(b) Employers' Liability (as applicable): $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: $300,000 combined single limit covering all owned, non-owned and hired vehicles.

(e) Professional Liability (Malpractice) Insurance: No less than two million ($2,000,000) per occurrence and four million ($4,000,000) aggregate $1,000,000 per claim.

(2) Other Insurance Provisions.

(a) The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance which may be maintained by the District.

(b) All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the Cerritos Community College District as an additional insured and contain a Cross Liability or Severability Clause.

(c) The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against Cerritos Community College District.

(d) District does not represent or warrant that the types or limits of insurance adequately protect Contractor's interest or sufficiently cover Contractor's liability. Failure by Contractor to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

(e) 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: District, Attn: Purchasing Department., 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

(f) No payments will be made to Contractor until current and complete certificate(s) of insurance are on file with the Purchasing Department of District.

9. Representations and Warranties of Contractor.

a. Contractor Qualifications. Contractor hereby represents and warrants that Contractor: (i) is duly licensed as a registered **Physician** in the state of California in good standing and has otherwise complied with the standards set forth in Section 8.a. above; (ii) is in good standing with the MBC; (iii) is a **Physician** currently practicing as and/or within family practice or as an adult **Physician** practice; (iv) has all other licenses and credentials required to practice as a registered **Physician**. Contractor shall provide a statement to District of Contractor's educational and occupational history. All such information shall be accurate and complete and shall not omit or misstate any information relevant to an assessment of the occupational experience and educational background of Contractor.

b. Absence of Disciplinary Action. Contractor represents and warrants that Contractor has never been the subject of any past or pending disciplinary proceeding by any licensing agency, the MBC, or its predecessor, the Board of Medical Quality Assurances of

California ("BMQA"), or any professional association or hospital, nor since becoming a licensed **Physician** has Contractor been terminated as an employee by any other employer.

c. Pending Legal Actions. Contractor represents and warrants that Contractor is not a Party to any litigation wherein there is any allegation of malpractice, malfeasance, or misfeasance against Contractor.

d. Capacity. Contractor represents and warrants that it has the full legal right and capacity to enter into this Agreement and perform its obligations hereunder, and the execution, delivery and performance of this Agreement by Contractor will not and does not conflict with any other agreements to which Contractor is a Party including, without limitation, any non-competition agreements.

10. Obligations of District.

a. Cooperation of District. District agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

b. Accounting. True and accurate records of accounts shall be kept in accordance with good accounting practices and shall be available at any reasonable time for inspection by Contractor.

c. General Services. District shall furnish ordinary custodial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of the Service.

11. Termination of Agreement.

a. Termination by Either Party. Notwithstanding anything to the contrary set forth herein, the term of this Agreement may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other Party. Additionally, either Party may immediately terminate upon written notice to the other Party in the event that any federal, state, or local government or agency passes, issues, or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits, or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either Party's rights or obligations under this Agreement. If this Agreement can be amended to the satisfaction of both Parties to compensate for any such prohibition, restriction, limitation, or change, this clause shall not be interpreted to prevent such amendment; or

b. Termination by District. This Agreement may be terminated by District upon written notice from District to Contractor, based upon the occurrence of any of the following events:

(1) Contractor's breach of this Agreement, which has not been cured within ten (10) days after written notice of such breach from District, or if said breach cannot be cured within said ten (10) days and then Contractor has not at least begun to cure the breach within said ten (10) day period; or

(2) Contractor becoming addicted to narcotics or to alcohol; or

(3) Contractor's commission of a crime, or an act of dishonesty, fraud, misrepresentation, or any other act of moral turpitude that would, in the sole discretion of District, have a material adverse effect on the performance of Contractor's duties hereunder or on the reputation or the professional or business opportunities of District; or

(4) Upon the total disability of Contractor. For purposes of this clause, "disability" shall mean the inability of a Contractor to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than one (1) month; or

(5) If, at any time during the term of this Agreement, Contractor shall be made the subject of an informal investigation or disciplinary proceeding by the MBC, the BRN or any federal, state, or local drug enforcement agency, or if Contractor is the subject of sanction proceedings initiated by the Medicare or Medi-Cal programs, whether or not such suspension, condition, or revocation or such investigatory, disciplinary, or sanction proceeding has been finally adjudicated; or

(6) If Contractor fails to maintain the professional standards described in Section 8.a. of this Agreement;

c. Termination by Contractor. This Agreement may be terminated by Contractor upon written notice from Contractor to District, based upon the occurrence of any of the following events:

(1) District's breach of this Agreement, which breach continues uncured for a period of ten (10) days after written notice of such breach from Contractor; or

(2) The bankruptcy or dissolution of District.

d. Automatic Termination. This Agreement shall terminate automatically upon the occurrence of any of the following events:

(1) Contractor ceasing to be a "licensed person" as defined in Section 13401(c) of the California Corporations Code, or becoming a "disqualified person" as defined in Section 13401(d) of the Corporation's Code; or

(2) The death of Contractor; or

(3) The inability of Contractor to obtain professional liability insurance coverage as contemplated by the terms of this Agreement; or

(4) The written agreement of both District and Contractor.

e. Payment of Compensation. Upon termination for any of the foregoing events, Contractor shall be entitled to receive, and District's sole obligation shall be to pay to

Contractor, within thirty (30) days of termination, the compensation accrued but unpaid as of the termination date.

f. Not used.

14. 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.

(1) The Parties shall enter into good faith negotiations to reach an equitable settlement.

(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, mini trial, 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.

(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.

(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 Contractor, 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.

15. General Provisions.

a. 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.

b. Drug-Free Workplace Policy and Requirements.

(1) 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.

(2) 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, and consultants 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.

(3) Contractor understands and agrees that any of its employees involved in accidents may be subject to drug and/or alcohol testing as part of the post-accident investigation.

(4) 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.

c. Affirmative Action. Contractor 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.

d. Independent Counsel. Each of the Parties hereto has been advised to consult independent legal counsel with regards to the subject matter of this Agreement. Neither Party is relying on any advice or statements of counsel for the other Party in entering into this Agreement. If either Party executes this Agreement and has not sought independent counsel, that Party affirmatively represents and warrants that it is not relying on counsel for the other Party to protect its legal interest relative to the subject matter hereof.

e. Assignment; Binding Effect. This Agreement is personal in nature, and neither of the Parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the District and Contractor and their respective successors and assigns.

f. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

g. Severability. Each provision of this Agreement is intended to be severable. If a court of competent jurisdiction determines that any term or provision is invalid or unenforceable for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement, which shall continue to be valid and binding.

h. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by facsimile, or sent by certified, registered or overnight mail, postage prepaid, and shall be deemed given when so

delivered personally, sent by facsimile, or if mailed three (3) business days after the day on which the notice was deposited with the U.S. Mail or (1) business day after the day on which the notice was sent via overnight mail. Notices shall be addressed as follows:

If to District: CERRITOS COMMUNITY COLLEGE DISTRICT
Purchasing Department
Attn: Mark B. Logan, CPPO, C.P.M., Director of Purchasing and Contract Administration
11110 Alondra Boulevard
Norwalk, CA 90650-6203

If to Contractor: Pioneer Medical Group
17777 Center Court Drive, Suite 400
Cerritos, CA 90703

i. Waiver. No failure by either Party hereto to insist upon the strict performance by the other Party of any covenant, agreement, term or condition hereof, or to exercise any right to remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, and District shall be free to reinstate any such term or condition, with or without notice to Contractor.

j. Attorneys' Fees. Should either Party commence an arbitration and/or legal action or proceeding against any other Party hereto based upon the terms of this Agreement, the prevailing Party in such litigation shall be entitled to an award of attorneys' fees. In addition, any fees incurred by District in enforcing the provisions of this Agreement prior to the commencement of either arbitration or legal action or proceeding shall be the responsibility of the Party against whom the enforcement is sought.

k. Amendment. This Agreement may not be amended, changed or altered, unless made in writing and signed by Contractor and a duly authorized representative of District.

l. Governing Law. This Agreement is drawn to be effective and shall be construed in accordance with the laws of the State of California with venue in the County of Los Angeles.

m. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

n. Headings. The section headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

o. Confidentiality. Contractor shall not disclose this Agreement or the terms thereof to a third Party, except as provided herein or as otherwise required by law, without the prior written approval of District.

p. Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

q. Referrals. This Agreement does not create any obligation or requirement that District shall make any referral of patients to Contractor or that Contractor shall make any referrals to District.

r. Authority and Execution. By their signature below, each of the Parties represent they have the authority to execute this Agreement and do hereby bind the Party on whose behalf their execution is made.

[*signatures follow on next page*]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Felipe R. Lopez
Vice President, Business Services
Typed or Printed Name, & Title

Date: 7/2/2018

PIONEER MEDICAL GROUP:

By: _____
Signature

CEO
Typed or Printed Name, & Title

E-Mail

Tax Identification Number (EIN)

Date: 6/28/18

EXHIBIT "A"

Professional Services

The Professional Services performed by Contractor shall include, but not be limited to, the following:

1. Contractor shall be duly licensed and shall meet regularly with District designated personnel on matters of mutual interest and concern.

2. Contractor will be responsible to and supervised by the District Associate Dean of Student Health, Wellness and Veterans Services.

3. Contractor shall provide **Physician** services in accordance with local, state and federal regulations to students in accordance with standardized procedures.

4. Contractor may be subject to general supervision of the Vice President of Student Services and shall be subject to programmatic supervision of the Associate Dean of Student Health, Wellness and Veterans Services.

5. Contractor shall function in collaboration with District physicians for assessment, treatment and follow-up of mental health problems and for the furnishing of prescription drugs.

6. Contractor shall provide health information and preventive medical services with the primary focus on general medicine. In addition, Contractor shall treat medical emergencies on the District's campus and assess and treat acute gynecological problems.

7. Contractor shall refer students to appropriate community resources for further care.

8. Contractor shall consult with the Associate Dean of Student Health, Wellness and Veterans Services to resolve individual student health problems and direct to appropriate policies and procedures for Student Health Services.

9. Contractor shall assist with other health education services as requested by the Associate Dean of Student Health, Wellness and Veterans Services, and by the Vice President of Student Services.

10. Contractor shall consult with District's physician regarding abnormal test results, and findings not treated in Student Health Services.

11. Contractor is and shall continue to be a certified **Physician** currently practicing as and/or within Family Practice or as an adult **Physician** practice.

12. Contractor will be at all times licensed in the state of California, will maintain on an unrestricted basis a Federal DEA number as appropriate to license, and maintain professional liability coverage as set forth in the Agreement.

13. Contractor shall demonstrate the ability to relate to college students and staff with empathy, patience, and understanding. Contractor shall have knowledge of community health care agencies. Contractor shall have the ability to establish and maintain effective working relationships.

14. Contractor shall undertake such other duties and responsibilities as District may reasonably request from time to time.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
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 the Memorandum of Understanding with California Study Group to Offer a Pilot Program for International Student Recruitment and Retention from India**

ACTION
It is recommended that the Board of Trustees approve the memorandum of understanding with California Study Group ("CSG") to offer a pilot program for international student recruitment and retention from India.

FISCAL IMPACT
During the term of the Memorandum of Understanding, neither party will receive remuneration from the other party as a result of any services provided.

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
CALIFORNIA STUDY GROUP
MEMORANDUM OF UNDERSTANDING TO OFFER A PILOT PROGRAM ON INTERNATIONAL STUDENT RECRUITMENT AND RETENTION FROM INDIA
Requested by: Ms. Norma Rodriguez, Director of Student Program Services

Purpose: Cerritos College wishes to enter into an agreement with California Study Group ("CSG") to offer a pilot program for international student recruitment and retention from India for a two-year pilot term. Each party agrees that student welfare is a first priority; culturally sensitive and ongoing communication with prospective students is essential; accuracy, honesty and accountability with partners, prospective students and enrolled students are the hallmark of ethical promotion and retention; trained recruiters, marketers, advisers and others must be aware of ethical issues and be trained to act responsibly in the recruitment and retention process; this is a non-exclusive agreement and the District can appoint other recruiters as is may choose in any country or area.

CSG's responsibilities and duties include, but are not limited to, the following: distribute written materials to prospective applicants which include clear statements regarding the Contractor's services, fees, and what

the Contractor can/cannot guarantee; recruit non-U.S. resident, international applicants from India for enrollment at Cerritos College consistent with standing policies for admission, academic guidelines, and immigration, distribute written materials provided by Cerritos College to prospective applicants, provide assistance to students in completing college application materials, and provide orientation and general information, will participate in an annual on-site orientation meeting with Cerritos College to review goals and objectives, will meet at least once per semester with the Cerritos College representative to discuss the effectiveness of services provided, will work towards the receipt of certification by the American International Recruitment Council during the pilot program.

A minimum of 25 new enrolled students will be provided each semester, but no more than a maximum of 100 per semester. This number may be modified based upon such factors as available funding, program capacity, and total international student enrollment projections.

Period: The time period of the agreement is from August 1, 2018 through July 31, 2020.

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

ATTACHMENT(S)
Draft of Contract No. 18C0029 – California Study Group

Cerritos College

DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN

CERRITOS COLLEGE DISTRICT

AND

CALIFORNIA STUDY GROUP

I. PARTIES AND DATE

1.1 This Memorandum of Understanding ("Agreement") is made and entered into on **July 19, 2018**, and describes and confirms the expectations and responsibilities of **Cerritos Community College District** (the "District") and **California Study Group** ("Contractor"), (collectively "Parties," or "Party" in the singular), regarding the provision of services by Contractor to District as detailed herein.

1.2 The District is 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.

1.3 Contractor is incorporated under the laws of the State of California with its place of business at 17510 Pioneer Boulevard #224, Artesia CA 90701. Contractor is a for-profit consulting agency which facilitates student enrollment abroad from India.

II. PURPOSE

2.1 The District would like to make its programs of study known and available to potential students in India. To further that goal, the District and Contractor enter into this Agreement to initiate a program, under which the Contractor will promote interest in, provide information about, and recommend qualified students from India for consideration of admission to the District (the "Pilot Program").

2.2 Contractor and the District agree to cooperate in the Pilot Program on international student recruitment and retention from India. Each Party agrees that:

1. Student welfare is a first priority;
2. Culturally sensitive and ongoing communication with prospective students is essential;

3. Accuracy, honesty and accountability with partners, prospective students and enrolled students are the hallmark of ethical promotion and retention;
4. Trained recruiters, marketers, advisers and others must be aware of ethical issues and be trained to act responsibly in the recruitment and retention process; and,
5. This is a non-exclusive agreement and the District can appoint other recruiters as it may choose in any country or area.

III. DUTIES AND RESPONSIBILITIES

3.1 TERM

The term of this Agreement for the Pilot Program shall begin on **August 1, 2018**, and end on **July 31, 2020**, unless terminated earlier pursuant to the same Section VI. This Agreement shall be effective upon execution by the duly authorized representatives of the Parties.

3.2 RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR

3.2.1 Contractor agrees to distribute written materials to prospective applicants which include clear statements regarding the Contractor's services; fee structure, including what is/is not included in Contractor fees and processing/handling fees; refund policy, including dates for calculating refunds; and guarantees, including what the Contractor can/cannot guarantee, before students enroll in Contractor's services. The Contractor will take reasonable measures necessary for prospective applicants to understand and acknowledge the nature of the relationship between Contractor and the District.

3.2.2 Contractor agrees to provide any published material (such as, but not limited to, videos, tapes, Internet home-pages, etc.) that references the District or bear the District's name or logo to the District for prior review and approval.

3.2.3 Contractor agrees to recruit non-resident, international applicants from India for enrollment at the District consistent with the District's admission requirements, academic guidelines and policies, and immigration requirements of the United States.

3.2.4 Contractor agrees to distribute written materials provided by the District to prospective applicants which include information on admissions criteria, processes, procedures and documents necessary for the application process; academic programs, academic calendars; location and facilities.

3.2.5 Contractor agrees to provide assistance to students in completing college application materials, and provide orientation and general information to the

students about the District and the State of California who the Contractor finds or who are referred to the Contractor by whatever sources.

3.2.6 Contractor agrees to recruit students who will have reached the age of majority (18) prior to the first day of the semester at the District. Students under the age of 18 will not be admitted.

3.2.7 Contractor will clearly indicate on the District application that the student is referred by the Contractor. The District reserves the primary right and responsibility for official admission decisions and notifications.

3.2.8 Contractor agrees to evaluate and screen all prospective students recommended for admission to the District regarding academic ability, financial ability, and other criteria as directed by the District.

3.2.9 Contractor agrees to distribute written materials to prospective applicants which include an itemized list of tuition and fees associated with attendance at the District, always shown in USD, which makes clear that the only official tuition and fee amounts are on the District's website.

3.2.10 Contractor is not authorized to and shall not accept payments from students on behalf of the District. Students shall make all payments for cost of attendance directly to the District.

3.2.11 Contractor will designate in writing to the District a contact person to serve as its Representative and to collaborate with the District in implementation of this Agreement.

3.2.12 Contractor's staff will participate annually in an on-site orientation meeting with the District, which shall include an overview and discussion of the District's goals and objectives.

3.2.13 Contractor shall notify the District of any Contractor staff changes affecting this Agreement.

3.2.14 Contractor shall meet with the District Representative at least one time, or as needed, per semester to discuss the effectiveness of the services being provided, and to discuss the District's goals and objectives development process.

3.2.15 Contractor agrees to keep and maintain all student related information and records in accordance with U.S. law, including Federal Educational Rights and Privacy Act (FERPA) and to obtain any necessary releases for disclosure of student information regarding admitted and matriculated students.

3.2.16 Contractor shall work towards the receipt of certification by the American International Recruitment Council (AIRC) during the two years of the Pilot Program. Renewal of this Agreement following the Term will include an evaluation of the Contractor's receipt of certification or progress towards certification.

3.3 RESPONSIBILITIES AND DUTIES OF THE DISTRICT

3.3.1 The District will provide Contractor with up-to-date catalogs, brochures, website links, forms, and applications. It will be the District's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

3.3.2 All decisions whether to admit, enroll, or matriculate any applicant is solely subject to the discretion of the District. The District will evaluate, all applicants who submit complete applications to consider whether they meet the District admission requirements, comply with the District timelines and requirements, and the immigration requirements of the United States.

3.3.3 The District shall respond in a reasonable response time to Contractor inquiries and processing of Contractor student applications.

3.3.4 The District shall provide international student services and student services.

3.3.5 The District shall coordinate with Contractor staff to assess the progress of students enrolled by Contractor as they matriculate and provide recommendations for improving student success.

3.3.6 The District shall notify the Contractor, to the extent possible, of any schedule change that will interfere with the provision of service.

3.3.7 The District shall provide an annual orientation for Contractor staff, including an overview and discussion of the District's goals and objectives.

3.3.8 The District Representative shall meet with Contractor one time per semester, or as needed, to discuss the effectiveness of the services being provided, and to discuss the District's goals and objectives development process.

3.4 RESPONSIBILITIES AND DUTIES OF BOTH PARTIES

3.4.1 Contractor will provide a **minimum of 25** new enrolled students each semester, but no more than a **maximum of 100** per semester. This number may be modified based upon such factors as available funding, program capacity, and total international student enrollment projections.

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IV. INSURANCE

4.1 Contractor shall not commence services under this Agreement until it has provided District with properly endorsed certificates of insurance, which provide that coverage will not be canceled or materially changed except under thirty (30) days written notice to the 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 Department, 11110 Alondra Boulevard, Norwalk, CA 90650-6203. Contractor is responsible for maintaining insurance coverage as specified in Section IV. Failure by Contractor to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

4.2 Each Party agrees to assume liability for the negligent or wrongful acts of its employees or agents.

4.3 Contractor is an independent contractor. Neither Contractor, its officers, employees nor agents are employees of the District.

4.4 Contractor agrees to maintain, during the performance of all services under this Agreement, and for a period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverage with limits of not less than those designated below:

4.4.1 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, subcontractors, or volunteers. 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:

4.4.1.1 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 Liability coverage (occurrence form CG 0001) and (2) Professional Liability Insurance.

4.4.1.2 Minimum Limits of Insurance. Service Provide shall maintain limits no less than: (1) General Liability: **$2,000,000** per occurrence of 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 be twice the required occurrence limit and

shall specifically include blanket contractual liability, written on an occurrence basis; (2) Professional Liability: **$1,000,000** per claim.

4.4.2 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:

4.4.2.1 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.

4.4.3 Separation of Insureds; No Special Limitations. All insurance required by this Agreement, except for 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 the District, its Governing Board, officials, officers, employees, volunteers and agents.

4.4.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. If the District does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the 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. The Contractor shall be solely responsible to pay for any/all deductibles and/or self-insured retentions as a result of any loss; the District shall not be responsible for any portions of deductibles and/or self-insurance retentions.

4.4.5 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 the District.

4.4.6 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with services under this Agreement.

4.4.7 Verification of Coverage. Prior to commencing work under this Agreement, Contractor shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the 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. Following commencement of work under this Agreement, Contractor is responsible for maintaining insurance as specified in Article IV.

4.6 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.

4.7 The District is covered by a self-insurance program and the Tort Claims Act, and claims against the District and its employees, officers, and agents in the performance of their duties and this Agreement are to be made against the tort claims liability account as provided in Government Code Section 815 et seq.

V. INDEMNIFICATION; HOLD HARMLESS

5.1 To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

VI. TERMINATION

6.2 For convenience by the District. The District may, at any time, with or without reason, terminate this Agreement. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three days after the day of mailing, whichever is sooner.

6.3 For convenience by Contractor. Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Written notice by Contractor shall be sufficient to stop further performance of services to the District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can assure any students in the process of acquiring admissions through Contractor are able to complete

the process and inform currently enrolled students that their enrollment status will remain unchanged.

VII. NOTICE TO THE PARTIES

7.1 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

Norma C. Rodriguez, DSO
Director of Student Program Services
CalWORKS and International Student Services

with a copy to:

Cerritos Community College District
Attention: Director of Purchasing and Contract Administration
11110 Alondra Boulevard
Norwalk, CA 90650-6203

CONTRACTOR:

Representative: California Study Group
Attention: Parimal Shah
17510 Pioneer Boulevard #224
Artesia CA 90701
Tel: (562) 618-1400

DRAFT

VIII. NONDISCRIMINATION

8.1 The District does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in admission and access to, and treatment in, its educational programs and activities. The District takes action to provide equal opportunity to all students.

8.2 All students shall have the same fundamental rights to equal respect, due process, and judgment of them based solely on factors demonstrably related to performance and expectations as students. All students share equally the obligations to perform their duties and exercise judgments of others in accordance with the basic standards of fairness, equity, and inquiry.

IX. AUDIT AND INSPECTION OF RECORDS

9.1 Contractor agrees to maintain and make available to the District accurate records relative to its activities under this Agreement. To the extent permissible by law, Contractor will permit the District to audit, examine and make excerpts and transcripts from such records, and to make audits of any and all invoices, materials, payrolls, records or personnel and other data related to Contractor's activities under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition during the Agreement term and for not less than three years after the expiration of this Agreement, or the date of termination of this Agreement pursuant to Section IV (Termination), whichever is later.

X. GOVERNING LAW; VENUE

10.1 This Agreement shall be governed by the laws of the State of California. The venue for any litigation relative to this agreement in the County of Los Angeles, California.

XI. ENTIRE AGREEMENT

11.1 This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the 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.

[SIGNATURE PAGE FOLLOWS]

DRAFT

CONTRACTOR:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Date

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Date

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Date

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of the Agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 18-153-001) for Fiscal Year 2018-2019**

ACTION

It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 18-153-001) to assist the Chancellor's Office in Guided Pathways alignment statewide for the Fiscal Year 2018-2019.

FISCAL IMPACT

Cerritos College will receive funding in the amount of $372,000; funding is made possible through Cerritos College's 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 – NEW
CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ECONOMIC AND WORKFORCE DEVELOPMENT STATEWIDE SECTOR NAVIGATOR: ADVANCED TRANSPORTATION AND LOGISTICS GRANT (RFA NO. 18-153)
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: Cerritos College wishes to enter into an agreement with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 18-153-001) to assist the Chancellor's Office in Guided Pathways alignment statewide for Fiscal Year 2018-2019. Cerritos College will serve as the Statewide Sector Navigator for all regions.

Cerritos College will facilitate the adoption of pathways practiced at an institutional level, providing support in system alignment, which will include the potential of articulation across interest clusters, identification of key competencies and related skill gaps, adoption of Guided Pathways key performance indicators, and proactively work toward identification of market intelligence in continued pathways design. Cerritos College will facilitate the adoption of shared metrics, self-assessments, and integrated planning at all institutions targeting this sector statewide, as well as, facilitate Deputy Sector Navigator coordination with their respective Regional Consortia.

Period: The time period will be from July 1, 2018 through June 30, 2019.

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

ATTACHMENT(S)
Contract No. 18C0019 – California Community Colleges Chancellor's Office Grant Agreement

THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED

Board of Governor's, California Community Colleges
Chancellor's Office - 6870

DISTRICT USE ONLY

District (Grantee): **Cerritos CCD**

College: **N/A**

Contract (Grant) Agreement

BOG-CCCCO USE ONLY

Workforce and Economic Development Division

Sector Navigator - Advanced Transportation & Logistics

Grant Agreement No.: 18 - 153 - 001

Funding Year (Enactment Year)

2018-19

Total Amount Encumbered : $ 372,000

RFA # 18 - 153

Articles I - Revised: 01 2018

Articles II - Revised: 05 2014

This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (listed above), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2018 to June 30, 2019. The Final Report must be submitted within 30 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Jannet Malig

Total Grant Funds Requested: $ 372,000

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Dr. Jose Fierro, President/Superintendent

District Address: 11110 Alondra Blvd.
Norwalk, CA 90650-6298

STATE OF CALIFORNIA

Project Monitor: Katie Gilks

Agency Address: 1102 Q Street, Suite 4400
Sacramento, CA 95811-6539

Bus. Unit	Ref No	Fund	FI$Cal Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870	101	0001	5675119	203	3235	5432000		2018	2018-19	$ 372,000
6870										

Total Amount Encumbered : $ 372,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:
Daisy Gonzales, Deputy Chancellor

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

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 Victor Valley 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 Victor Valley 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
VICTOR VALLEY 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 Victor Valley High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 19, 2018 through January 31, 2020.

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

ATTACHMENT(S)
Draft of Contract No. 18C0031 – Victor Valley High School – Sub-Contractor Agreement

Cerritos College

DRAFT

SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
VICTOR VALLEY HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Contract No. 18C0031

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 19, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Victor Valley High School**, (herein after referred to as "VVHS" or "Sub-Contractor"), a high school with its principal place of business at 16350 Mojave Drive, Victorville, CA 92395, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year

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

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

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

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

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

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

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

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 19, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

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

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

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

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

3.4 District must provide 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

MIRA MESA 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:

VICTOR VALLEY 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*
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

* Dates may change with or without notice

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
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 Ratification of Sub-Contractor Agreement with San Diego Unified School District for the Clean Fuels Transportation Pilot Career Opportunity Project**

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

1. Rescind the April 11, 2018 approval of the Sub-Contractor Agreement with Mira Mesa High School for the Clean Fuels Transportation Pilot Career Opportunity Project due to the need to contract with San Diego Unified School District directly, and not the individual high school, which necessitates a new agreement; and

2. Approve the ratification of Sub-Contractor Agreement with San Diego Unified School District for the Clean Fuels Transportation Pilot Career Opportunity Project.

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
SAN DIEGO UNIFIED SCHOOL DISTRICT
SUB-CONTRACTOR AGREEMENT FOR THE 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.

On April 11, 2018, the Board of Trustees approved the Sub-Contractor Agreement with Mira Mesa High School to develop and coordinate activities as prescribed in the agreement with the California Energy Commission, with Cerritos College acting as the fiscal agent.

At this time, Cerritos College would like to approve the new Sub-Contractor agreement with San Diego Unified School District which will incorporate the necessary name change to allow the contract to move forward, and for Mira Mesa High School to participate in the project. The new Sub-Contractor Agreement with San Diego Unified School District will replace the Sub-Contractor Agreement with Mira Mesa High School in its entirety.

Period: The time period will be from April 12 2018 through January 31, 2020.

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

ATTACHMENT(S)
Draft of Contract No. 18C0030 – San Diego Unified School District – Sub-Contractor Agreement
Draft of Contract No. 17C0143 – Mira Mesa High School – Sub-Contractor Agreement
(Pending request to rescind Sub-Contractor Agreement during the July 18, 2018 Board of Trustees meeting)

Cerritos College

DRAFT

SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
SAN DIEGO UNIFIED SCHOOL DISTRICT
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Contract No. 18C0030
SC19-0111-16

This Sub-Contractor Agreement ("Agreement") is made and entered on April 12, 2018 by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **San Diego Unified School District**, a public school district, (herein after referred to as "Sub-Contractor"), with its principal place of business at 4100 Normal Street, San Diego, CA 92103, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year

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

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

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

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

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

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

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

2.0 **TERM**. The term of this Agreement shall correspond with that of the Grant and shall commence on **April 12, 2018** and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

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

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

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

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

3.4 District must provide 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 an employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

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

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

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

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

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

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

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

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

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

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

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

DIEGO UNIFIED SCHOOL DISTRICT:

Representative: Greg Quirin
College, Career & Technical Education Department

Tel: (858) 503-1736

For Notices: Andrea R. O'Hara, Officer
Strategic Sourcing & Contracts
4100 Normal Street
San Diego, CA 92101

Fax: 619-542-5708

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]

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IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above.

SAN DIEGO UNIFIED SCHOOL DISTRICT:	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____ *Signature*	By: _____ *Signature*
Andrea R. O'Hara Strategic Sourcing & Contracts Office *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*
_____	
95-6002781 *Tax Identification Number (EIN)*	
Date: _____	Date: _____

APPROVED AS TO CONTENT	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: _____ _____ Al Love, Director College, Career & Technical Education San Diego Unified School District	Date: _____ _____ Cheryl Ward, Board Action Officer San Diego Unified School District Board of Education
APPROVED AS TO FORM AND LEGALITY	
Date: _____ _____ _____ _____ San Diego Unified School District	

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Exhibit "A"

Timeline

ACTIVITY	ACTION DATE
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

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Cerritos College

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SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
MIRA MESA HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Contract No. 17C0143

This Sub-Contractor Agreement ("Agreement") is made and entered on **April 12, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Mira Mesa High School**, (herein after referred to as "MMHS" or "Sub-Contractor"), a high school with its principal place of business at 10510 Reagan Road, San Diego, CA 92126, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

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

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year

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

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

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

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

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

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

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

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **April 12, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

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

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

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

3.4 District must provide 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.

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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.

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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

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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.

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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.

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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

MIRA MESA HIGH SCHOOL:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

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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:

MIRA MESA 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: _____

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Exhibit "A"

Timeline

ACTIVITY	ACTION DATE
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
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Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 20

FROM:

Dr. Jose L. 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 of Contract with the Los Angeles County Department of Public Social Services for CalWORKS Program Financial Assistance

ACTION
It is recommended that the Board of Trustees ratify the contract agreement with the Los Angeles County Department of Public Social Services for CalWORKS program financial assistance.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $335,250 during a three-year period ($111,750 per year); funding is made possible from Los Angeles County.

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
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
CALWORKS FINANCIAL ASSISTANCE
Requested by: Ms. Norma Rodriguez, Director of Student Program Services

Purpose: Cerritos College has entered into an agreement over the past several years with the Los Angeles County Department of Social Services ("LADPSS") to provide financial assistance for services to CalWORKs recipients. These services include coordination, case management, early alert monitoring, job development, and work-study.

Cerritos College wishes to enter into a new three-year agreement with the Los Angeles County Department of Public Social Services (LADPSS) to provide financial assistance for services to CalWORKs recipients. This agreement will replace the previous agreement that expired June 30, 2018.

Period: The time period will be from July 1, 2018 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 18C0032 – Los Angeles County Department of Public Social Services

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

CERRITOS COMMUNITY COLLEGE DISTRICT

FOR

OUT-OF-CLASSROOM COORDINATION SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746

July 1, 2018

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
3.0	**WORK**	**10**
4.0	**TERM OF CONTRACT**	**10**
5.0	**CONTRACT SUM**	**11**
5.1	TOTAL CONTRACT SUM	11
5.2	WRITTEN APPROVAL FOR REIMBURSEMENT	11
5.3	NOTIFICATION OF 75 PERCENT OF TOTAL CONTRACT SUM	11
5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT	11
5.5	INVOICES AND PAYMENTS	12
5.6	JUNE INVOICES	13
5.7	COUNTY APPROVAL OF INVOICES	13
6.0	**ADMINISTRATION OF CONTRACT – COUNTY**	**15**
6.1	COUNTY CONTRACT SECTION MANAGER (CCSM)	15
6.2	SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)	15
6.3	COUNTY CONTRACT ADMINISTRATOR (CCA)	16
6.4	COUNTY CONTRACT PROGRAM MANAGER (CCPM)	16
6.5	CONTRACT PROGRAM MONITOR (CPM)	17
7.0	**ADMINISTRATION OF CONTRACT – CONTRACTOR**	**17**
7.1	CONTRACTOR'S CONTRACT MANAGER	17
7.2	APPROVAL OF CONTRACTOR'S STAFF	18
7.3	OTHER CONTRACTOR PERSONNEL	18
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	18
7.5	CONFIDENTIALITY	19
8.0	**STANDARD TERMS AND CONDITIONS**	**20**
8.1	CHANGES AND AMENDMENT OF TERMS	20
8.2	ASSIGNMENT AND DELEGATION	20
8.3	AUTHORIZATION WARRANTY	21
8.4	BUDGET REDUCTIONS	21

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	22
8.6	COMPLIANCE WITH APPLICABLE LAW	22
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	23
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	23
8.9	CONFLICT OF INTEREST	25
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	25
8.11	CONSIDERATION OF HIRING GAIN-GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	26
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	26
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	29
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	29
8.15	COUNTY'S QUALITY ASSURANCE PLAN	29
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS	30
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	30
8.18	FACSIMILE REPRESENTATIONS	31
8.19	FAIR LABOR STANDARDS	31
8.20	FORCE MAJEURE	31
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	32
8.22	INDEPENDENT CONTRACTOR STATUS	32
8.23	INDEMNIFICATION	33
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	33
8.25	INSURANCE COVERAGE	38
8.26	LIQUIDATED DAMAGES	39
8.27	MOST FAVORED PUBLIC ENTITY	40
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	40
8.29	NON-EXCLUSIVITY	42
8.30	NOTICE OF DELAYS	42

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.31	NOTICE OF DISPUTES	42
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	42
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	42
8.34	NOTICES	42
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	43
8.36	PUBLIC RECORDS ACT	43
8.37	PUBLICITY	44
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	44
8.39	RECYCLED BOND PAPER	46
8.40	SUBCONTRACTING	46
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	47
8.42	TERMINATION FOR CONVENIENCE	47
8.43	TERMINATION FOR DEFAULT	48
8.44	TERMINATION FOR IMPROPER CONSIDERATION	49
8.45	TERMINATION FOR INSOLVENCY	50
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	50
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	51
8.48	VALIDITY	51
8.49	WAIVER	51
8.50	WARRANTY AGAINST CONTINGENT FEES	51
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	52
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	52
8.53	TIME OFF FOR VOTING	52

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.54	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING	52
9.0	**UNIQUE TERMS AND CONDITIONS**	**53**
9.1	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	53
9.2	PERFORMANCE REQUIREMENTS	53
9.3	CHILD/ELDER ABUSE/FRAUD REPORTING	54
9.4	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	54
9.5	COMPLIANCE WITH REGULATIONS	55
9.6	COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK	55
9.7	FISCAL ACCOUNTABILITY	56
9.8	SHRED CONFIDENTIAL DOCUMENTS	56
9.9	DATA ENCRYPTION	56
9.10	DISPUTES	57
9.11	EMPLOYEE SAFETY	57
9.12	GOVERNMENT OBSERVATIONS	58
9.13	VERBAL DISCUSSIONS	58
9.14	WARRANTY	58
9.15	EXECUTION OF COUNTERPARTS	58
SIGNATURES		**59**

CONTRACT FOR
OUT-OF-CLASSROOM COORDINATION SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A STATEMENT OF WORK 60
B CONTRACTOR'S BUDGET 142
C COUNTY'S ADMINISTRATION 149
D CONTRACTOR'S ADMINISTRATION 151
E CONTRACTOR'S SAMPLE INVOICE FORMAT 152
F CONTRACTOR'S SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT 153
G CONTRACTOR/EMPLOYEE/NON-EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT 154
H CONTRACTOR'S EEO CERTIFICATION 157
I CONTRACTOR'S NON-DISCRIMINATION IN-SERVICE STATEMENT 158
J IRS NOTICE 1050 159
K COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM 160
L CHARITABLE CONTRIBUTIONS CERTIFICATION 163
M SAFELY SURRENDERED BABY LAW 165
N CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 169
O ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION 170
P CERTIFICATION OF NO CONFLICT OF INTEREST 171
Q CERTIFICATION OF COMPLIANCE WITH DATA SECURITY 172
R CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION (45 C.F.R. PART 76) 173

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CERRITOS COMMUNITY COLLEGE DISTRICT
FOR
OUT-OF-CLASSROOM COORDINATION SERVICES

This Contract and Exhibits made and entered into this ___ day of ____, 2018 by and between the County of Los Angeles, hereinafter referred to as County and Cerritos Community College District, hereinafter referred to as Contractor. Contractor is located at 11110 Alondra Blvd., Norwalk, CA 90650.

RECITALS

WHEREAS, Contractor is a public educational institution and is qualified to provide out-of-classroom coordination services to students participating in the CalWORKs programs as set forth hereunder and possesses the skills, experience, personnel, education and competency to provide such services;

WHEREAS, Pursuant to California Department of Social Services (CDSS) Purchase of Services Regulations, Section 23-650.1.14, contracts may be negotiated without formal advertisement for any service rendered by any public education institution; and

WHEREAS, County wishes to ensure the continuation of the Community College CalWORKs program and engage the services of a public educational institution with special expertise and experience to administer the program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Contractor's Budget
1.3 EXHIBIT C - County's Administration
1.4 EXHIBIT D - Contractor's Administration
1.5 EXHIBIT E - Contractor's Sample Invoice Format
1.6 EXHIBIT F - Contractor's Sample Quarterly Reconciliation Invoice Format
1.7 EXHIBIT G - Contractor/Employee/Non-Employee Acknowledgement & Confidentiality Agreement
1.8 EXHIBIT H - Contractor's EEO Certification
1.9 EXHIBIT I - Contractor's Non-Discrimination In-Service Statement
1.10 EXHIBIT J - IRS Notice 1050
1.11 EXHIBIT K - County of Los Angeles Contractor Employee Jury Service Ordinance
1.12 EXHIBIT L - Charitable Contributions Certification
1.13 EXHIBIT M - Safely Surrendered Baby Law
1.14 EXHIBIT N - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
1.15 EXHIBIT O - Zero Tolerance Policy on Human Trafficking Certification
1.17 EXHIBIT P - Certification of No Conflict of Interest
1.18 EXHIBIT Q - Certification of Compliance with Data Security
1.19 EXHIBIT R - Certification Regarding Debarment, Suspension, Ineligibility Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. Part 76)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subsection 8.1 – Changes and Amendments of Term, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used

herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Academic Probation

Los Angeles County CalWORKs Participants whose cumulative Grade Point Average (GPA) is below a 2.0.

2.2 Acceptable Quality Level (AQL)

A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance.

2.3 Activity

A WtW activity, e.g., Vocational Education and Training (VOC) and Self-Initiated Program (SIP).

2.4 Adult Basic Education

A Welfare-to-Work (WtW) activity which gives instruction in reading, writing, arithmetic, high school proficiency or a general education development certificate instruction, and English as a Second Language.

2.5 Board of Supervisors

The Los Angeles County Board of Supervisors, which is the governing body of the County of Los Angeles.

2.6 Budget

The document that details the Contractor's costs for providing services and is included in the Contract as Exhibit B.

2.7 Business Days

Business days are Monday through Friday, excluding County holidays and Contractor established and scheduled holidays and breaks.

2.8 California Work Opportunities and Responsibility to Kids (CalWORKs)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This

program consists of two general services, public assistance, and Welfare-to-Work.

2.9 California Automated Consortium Eligibility System (CalACES)

CalACES is a statewide automated system that will replace LRS and serve as the County's Welfare-to-Work case management and benefits eligibility system.

2.10 CalWORKs and GAIN Program Division

A division within DPSS assigned the responsibility for administration of the GAIN Program. The Division may also provide technical assistance to Contractor, when necessary, to ensure that GAIN/CalWORKs program requirements are met.

2.11 CalWORKs Participant

An individual who the County has determined is eligible to participate in the GAIN Program or Refugee Employment Acculturation Services.

2.12 Career Assessment

If the full-time employed Participant opts for post-employment services, he/she is referred for a Career Assessment before being assigned to any post-employment service activity. The CalWORKs Participant's career plan is developed by the vocational assessor and the Participant using assessment test results and career development information.

2.13 Case Management Services

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the CalWORKs Participant's employability and need for specialized supportive services; tracking and evaluating the CalWORKs Participant's progress in work activities and referring the CalWORKs Participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and/or electronic case file and completing other required documents.

2.14 Community College CalWORKs Program

The program that offers out-of-classroom coordination services to assist CalWORKs Participants in completing their educational program (the course of study the CalWORKs Participant is enrolled in**),** complying with State work participation requirements and acquiring employment.

2.15 Contract Discrepancy Report

The report that is used when the performance of Contractor is unacceptable.

2.16 Contract Monitoring Plan

The plan developed by the County, specifically for this Contract, to monitor compliance with the Contract.

2.17 Contractor

The sole proprietor, partnership, or corporation (in this case the College), that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.18 County Contract Administrator (CCA):

The individual designated by the County with authority to act as outlined below in Section 6.0, Administration of Contract – County, Subsection 6.3.

2.19 County Contract Program Manager (CCPM):

The individual designated by the County with authority to act as outlined below in Section 6.0, Administration of Contract – County, Subsection 6.4.

2.20 County Contract Section Manager (CCSM):

The individual designated by the County with authority to act as outlined below in Section 6.0, Administration of Contract – County, Subsection 6.1.

2.21 Day(s)

Calendar day(s) unless otherwise specified.

2.22 Development Activities

Those activities necessary for Contractor to assess, develop and implement coordination services.

2.23 Disclose, Disclosed or Disclosure

With respect to Health Information, means the release, transfer, provision of access to or divulging of in any other manner of Health Information outside Contractor's internal operations or to other than its employees. "Disclose," "Disclosed," or "Disclosure" means, with respect to Education

Records or Personally Identifiable Information, to permit access to or the release, transfer or other communication of Personally Identifiable Information contained in the CalWORKs Participant's education records to any party, by any means, including oral, written or electronic means.

2.24 Effective Date

The date of execution of the contract by the Board of Supervisors or the date specified in the Contract, whichever is later.

2.25 Exited Participants

A Participant who is no longer enrolled in the Contractor's CalWORKs Program and has transferred or completed his/her program and has received a degree or certificate based on their WtW plan or a Participant who has not completed their program and is no longer enrolled in the Contractor's CalWORKs Program.

2.26 Extension(s)

An official request to grant an extension of the Participant's program expected end date.

2.27 Federal-Countable Activities

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six weeks per 12-month period), Vocational Training (12 months only), Self-Initiated Program (12 months only), and/or Cal-Learn.

2.28 Fiscal Year

The 12-month period beginning July 1st and ending the following June 30th.

2.29 Full-Time

For WtW activities purposes, all non-exempt adults with a child under the age of six enrolled in at least 20 hours per week of WtW activities that will aid recipients in obtaining employment.

All non-exempted adults with no children under the age of six, enrolled in at least 30 hours per week of WtW activities that will aid recipients in obtaining employment.

All non-exempted adults in a two-parent household enrolled in 35 hours per week that will aid recipients in obtaining employment.

2.30 Full-Time Job (For Employment)

One-parent household with a child under the age of six, working at least 20 hours per week in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage or the State minimum wage, whichever is higher.

One-parent household with no children under the age of six, working at least 30 days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

Adults in a two-parent household, working at least 35 hours per week in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.31 GAIN Services Worker (GSW)

DPSS or contracted employee who works with Participants enrolled in the GAIN program.

2.32 Greater Avenues for Independence (GAIN)

GAIN is the acronym for “Greater Avenues for Independence” program. County developed the GAIN program as a result of WtW legislation. The GAIN program, County’s WtW program, establishes a comprehensive system of services to assist CalWORKs WtW recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.33 Intake/Orientation

Contractor meets with Participant to gather information about the Participant that will help enroll the Participant in the services needed and help develop an educational plan to complete the Participant WtW goal.

2.34 LEADER Replacement System (LRS)

LRS is the County’s Welfare-to-Work case management and benefits eligibility system.

2.35 Maximum Contract Sum

The contract sum payable each fiscal year during the term of the Contract.

2.36 Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) Adult Basic Education, 2) General Education Development (GED), 3) English as a Second Language (ESL), 4) Job Skills Training Directly Related to Employment, 5) Education Directly Related to employment, 6) Mental Health, 7) Substance Abuse, 8) Domestic Violence Services, 9) Vocational Education and Training beyond the limitation of twelve (12) months, and 10) Life Skill classes, and 11) other activities necessary to assist the Participant in obtaining unsubsidized employment.

2.37 Performance Requirements Summary (PRS)

The document furnished by County (Attachments A, Technical Exhibits) which identifies and summarizes the key performance indicators of this Contract. The County will use the PRS in evaluating Contractor performance to assure that the Contract performance standards are met.

2.38 Post-Assessment Activities

Vocational Educational and Training (VOC), Job Skills Training (JST), and Remedial Education (REM) and Short TermVocational (STV) activities.

2.39 Post-Employment Services

Post-Employment Services (PES), if available and within the time frame allowed by GAIN policy, give CalWORKs discontinued Participants who are employed the opportunity to continue to engage in GAIN activities and receive supportive services necessary.

2.40 Post-Time Limit

Post-Time Limit (PTL) services, if available and within the time frame allowed by GAIN policy, give Participants who have timed-off their CalWORKs 48-Month Time Clock the opportunity to continue to engage in GAIN activities and receive the supportive services necessary.

2.41 Qualified Bilingual Employee

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by Contractor, and approved by County, to be proficient in oral

and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

2.42 Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.43 Recommended Study Time

Study time that is recommended by the Contractor's site to its entire student body regardless of being a CalWORKs Participant.

2.44 Refugee Employment and Acculturation Services (REAS)

REAS provides outreach, case management, employment, training and placement services to refugees residing in the United States less than five (5) years (excluding any federal waivers) and asylees, to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare. In addition, REAS program provides acculturation services to help participants within the initial adjustment period after arriving in the United Stated, and supportive services to help them overcome barriers to attain gainful employment.

2.45 Self-Initiated Programs (SIP)

SIP is an education or training program in which a CalWORKs Participant is enrolled prior to the date of their GAIN appraisal appointment. The verification form used for SIPs is the GN 6005A – Verification of Welfare-to-Work Participation Hours.

2.46 Statement of Work

The portion of this Contract that describes 1) specific requirements for services and deliverables associated with those services and 2) the relationship that will exist between the County and Contractor.

2.47 Supervised Study Time

Study time that is supervised and documented by the Contractor's site.

2.48 Supervising County Contract Administrator (SCCA):

The individual designated by the County with authority to act as outlined below in Section 6.0, Administration of Contract – County, Subsection 6.2.

2.49 Virtual Private Network (VPN)

Network used to create a connection across an insecure public network; such as, the internet that works like a secure connection within the office.

2.50 Welfare-to-Work (WtW) Activities

A list of allowable WtW activities to which the CalWORKs Participant may be assigned as specified under the CalWORKs WtW Program rules and regulations.

2.51 Welfare-to-Work Plan: Activity Assignment

A binding agreement between a CalWORKs Participant and DPSS prepared by the GAIN or REAS Case Manager and executed when the Participant begins a new WtW activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

2.52 Work Participation Rate Requirements

The number of hours per week a CalWORKs Participant is required to engage in WtW activities. Also, the percentage of Participants meeting the participation rates as required by federal regulations for states and counties.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three years commencing on July 1, 2018 and shall expire on June 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit C - County's Administration.

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

The maximum total cost for this Contract is $335,250 for the three-year period of July 1, 2018 through June 30, 2021. The Contract Sum for each fiscal year is as follows:

Fiscal Year 2018-2019	$111,750
Fiscal Year 2019-2020	$111,750
Fiscal Year 2020-2021	$111,750

The County shall not be liable in any event for payment in excess of this Total Contract Sum.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 NOTIFICATION OF 75 PERCENT OF TOTAL CONTRACT SUM

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Section 5.5.6.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract.

Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 For the period July 1, 2018 through June 30, 2021, the County shall pay the Contractor for the services provided under this Contract for actual costs incurred by Contractor in accordance with Exhibit B, Contractor's Budget. The Contractor's compensation shall be subject to the limits set forth in the provisions of Section 5.0, Contract Sum. Contractor shall not exceed each fiscal year's Maximum Contract Sum and shall not roll over unspent funds to the next fiscal year.

5.5.2 The Contractor shall invoice the County on a monthly basis for the first two months of services and not bill on the third month when a quarterly reconciliation invoice shall be completed for the quarter, with the exception of the month of June (see Section 5.6 June Invoices). Contractor shall invoice only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget.

5.5.3 The Contractor will be compensated based on the actual cost for all aspects of this Contract. For the first and second month of each quarter, Contractor shall be paid a flat amount equal to 1/12 of the annual budget included in Exhibit B. The County will reconcile monthly payments to the Contractor's quarterly reconciliation invoice representing Contractor's actual costs as provided under Section 5.0, Contract Sum, subsection 5.5, Invoices and Payments, herein.

5.5.4 Contractor shall prepare and submit an original Monthly Invoice (Exhibit E) to the CCA on a monthly basis. The monthly invoice is due by the 15th calendar day of the month following the service, or payment may be delayed.

5.5.5 Contractor shall provide a Quarterly Reconciliation Invoice of actual costs within 30 calendar days after the end of each quarter. For this Contract, the first Quarterly Reconciliation Invoice shall be for July 2018 through September 2018 and shall be submitted to County no later than October 30, 2018.

5.5.6 All invoices under this Contract shall be submitted to the following address:

Attn: CCA Contract Management Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

5.5.7 Should County implement a Contract Invoicing System for services under this Contract, Contractor shall create and submit electronic invoices as instructed.

5.6 JUNE INVOICES

5.6.1 Contractor shall prepare and submit a partial June invoice for the period of June 1st through June 15th for the amount equal to 1/24 of the annual budget. The partial June invoice is due by the 20th calendar day of June or payment may be delayed.

5.6.2 Contractor shall reconcile the entire June invoice as part of the Quarterly Reconciliation Invoice, which is due 30 calendar days after the end of the fourth quarter.

5.7 COUNTY APPROVAL OF INVOICES

5.7.1 All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Section Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.2 County shall review and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's monthly invoice. County will make a reasonable effort to effect payment to Contractor within 30 days from receipt of an invoice which is accurate as to form and content.

5.7.3 Contractor shall include with the Quarterly Reconciliation Invoice the detailed line item support documentation to validate the Quarterly Reconciliation Invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes, but is not limited to, the following:

5.7.3.1 Administrative costs.

5.7.3.2 Personnel costs shall be itemized by pay classification.

5.7.3.3 One-time-only costs shall be clearly identified.

5.7.3.4 Any prorated costs shall be clearly identified.

5.7.4 County shall not make monthly payments for the third month of each quarter (e.g., September, December, and March), with the exception of the third month of the fourth quarter, until the Quarterly Reconciliation Invoice has been received and processed by County.

5.7.5 Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories listed in Exhibit B, Contractor's Budget, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than 15 percent between the major cost categories requires written approval of the County Contract Section Manager.

5.7.6 Contractor shall submit all revised Personnel Schedules thirty (30) calendar days prior to the change rather than with the current affected invoice.

5.7.7 If the Quarterly Reconciliation Invoice finds County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to the Contractor, County shall either credit or deduct the difference against future payments hereunder to Contractor.

5.7.8 County may delay the last payment due hereunder until six months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract which has not been deducted from any payment made by the County to Contractor.

5.7.9 As this Contract is awarded to a public educational institution, the Contract payment will be subject to actual cost contract requirements and is based on actual costs incurred by Contractor in administering the Contract.

5.7.10 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract.

5.7.11 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subsections is designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT SECTION MANAGER (CCSM)

County shall designate one person who will have the authority to act as CCSM on contractual and administrative matters pertaining to this Contract. The responsibilities of the CCSM or alternate include:

6.1.1 Ensuring that the administrative objectives of this Contract are met;

6.1.2 Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in subsection 6.2, below; and

6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, subsection 8.1, Changes and Amendment of Term.

The CCSM is not authorized to make any changes in any of the terms and conditions of this Contract except as specified in Section 8.1 and is not authorized to further obligate County in any respect whatsoever.

6.2 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

6.2.1 Overseeing the overall management and coordination of the administration of this Contract; and

6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in subsection 6.3.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)

County shall designate one person who will have the authority to act as the CCA on matters pertaining to this Contract. County shall notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA include:

6.3.1 Overseeing the day-to-day administration of this Contract;

6.3.2 Providing direction to Contractor in the areas relating to contract, invoicing, and administrative procedural requirements;

6.3.3 Meeting with the Contractor's Contract Manager on an as-needed basis;

6.3.4 Preparing amendments in accordance with the Contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendment of Terms;

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 COUNTY CONTRACT PROGRAM MANAGER (CCPM)

County shall designate one person who will have the authority to act as the CCPM on matters of program and policy as it relates to this Contract. The responsibilities of the CCPM include:

6.4.1 Providing direction to Contractor in the areas of County program and policy;

6.4.2 Meeting with the Contractor's Contract Manager as needed; and

6.4.3 Evaluating tasks, deliverables, goods, services, data, or other work provided by or on behalf of the Contractor.

The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 CONTRACT PROGRAM MONITOR (CPM)

The responsibilities of the CPM include:

6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;

6.5.2 Monitoring and evaluating Contractor's compliance with contract requirements as specified in the Contract;

6.5.3 Monitoring Contractor for contractual compliance and prepares monitoring reports.

The CPM reports to the CCA. The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR
CONTRACTOR ADMINISTRATION

A listing of all Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S CONTRACT MANAGER

7.1.1 The Contractor's Contract Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing within five (5) business days of any change in the name or address of the Contractor's Contract Manager.

7.1.2 The Contractor's Contract Manager shall be responsible for the oversight of administrative and contractual matters relating to the performance of the Contract as outline in this Contract.

7.2 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. County has the absolute right to approve or disapprove any of Contractor's staff performing work pursuant to this Contract as well as any proposed changes in Contractor's staff, including but not limited to, the Contractor's Contract Manager.

Contractor shall notify the County within five business days when staff is terminated from working under this Contract.

7.3 OTHER CONTRACTOR PERSONNEL

Contractor shall provide all necessary supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 All Contractor staff performing services under this Contract shall have undergone and passed, in the regular course of the District's hiring process, a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.4.2 If a member of the Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. This paragraph shall only apply to the Contractor if expressly agreed to by the applicable collective bargaining units representing the Contractor's employees, where such employees perform under this Contract.

7.4.3 Disqualification, if any, of the Contractor's staff, pursuant to this subsection 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G, page 2 of 3.

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G, page 3 of 3.

7.5.6 Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgement and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGES AND AMENDMENT OF TERMS

8.1.1 County reserves the right to initiate Change Notices that do not affect the term, contract sum, payments, or materially affect the scope of work included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Section Manager.

8.1.2 For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or her designee.

8.1.3 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPSS Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of

Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCPM and CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the CCPM and CCA within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor,

its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of 0the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain

outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Section 8.10 to the extent that this Section 8.10 does not contradict State law, a

preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to Participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW Participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. However, Contractor is only bound by this Section 8.11 to the extent that this Section 8.11 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

8.11.2 In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-Responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit M, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database.

The report to the Board of Supervisors will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE AND SCANNED REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the contract documents including, but not limited to, this Contract, Amendments and Change Notices, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract, Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile and non-scanned) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subsection as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this subsection, the terms “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subsection 7.5 – Confidentiality.

8.23 INDEMNIFICATION

Contractor and any of its directors, officers, agents, employees, assigns, and successors in interest shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, and any of its directors, officers, agents, employees, assigns, and successors in interest.

County, its Special Districts, elected and appointed officers, employees, agents and volunteers shall indemnify, defend and hold harmless Contractor, any of its directors, officers, agents, employees, assigns, and successors in interest from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its Special Districts, elected and appointed officers, employees, agents and volunteers.

In the event Contractor subcontracts with a non-public entity, the subcontractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in subsections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.1.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.1.5 Certificates and copies of any required endorsements shall be sent to:
Attention: CCA, Contract Management Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor

City of Industry, CA 91746

8.24.1.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. However, Contractor is not bound by this paragraph 8.24.7 if they are self-insured.

8.24.8 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability

policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars ($1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Property Coverage –** Contractors given exclusive use of County-owned or -leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's

insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.5 **Sexual Misconduct Liability**

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A,

Technical Exhibit I, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or c) upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit H – Contractor's EEO Certification.

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex,

age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of the CCA and/or SCCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or SCCA is not able to resolve the dispute, the County Contract Section Manager shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit M, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered by

email, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D – Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CCA shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34.2 Notices of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five business days' prior notice to Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both Contractor and the County.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subsection 8.38 of this Contract – Record Retention and Inspection/Audit Settlement, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Section Manager. The County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by

the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Contract Section Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Attn: CCA, Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 8.14 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subsection 8.43 – Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 30 days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Section Manager:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts

of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subsection 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subsection 8.43, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 8.42 – Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subsection 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision

of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor: The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in subsection 8.51, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program," shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of

Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing Federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.2 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Attachment A, Statement of Work, Technical Exhibit I, Performance Requirements Summary (PRS) Chart hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of subsection 8.43, Termination for Default. This subsection 9.2 shall not in any manner restrict or limit County's right to terminate this Contract for convenience, per subsection 8.42.

9.3 CHILD/ELDER ABUSE/FRAUD REPORTING

9.3.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

9.3.2 Child abuse reports shall be made by telephone within 24 hours to the Department of Children and Family Services hotline at (800) 540-4000.

9.3.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.3.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three business days to the DPSS Central Fraud Reporting Line at (800) 349-9970.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit L, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 COMPLIANCE WITH REGULATIONS

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code;

2. California Department of Social Services (CDSS) Manual of Policies and Procedures;

3. California Department of Social Services Operational Manual;

4. Social Security Act;

5. State Energy and Efficiency Plan (Title 24, California Administrative Code);

6. Clean Air Act (42 U.S.C. 7401-7671q.);

7. Federal Water Pollution Control Act (33 U.S.C. 1251-1378);

8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15); and

9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.

Contractor shall maintain all licenses required to perform the Contract. Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

9.6 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, incorporated herein by reference and available at: http://file.lacounty.gov/auditor/portal/cms1_214867.pdf.

9.7 FISCAL ACCOUNTABILITY

Contractor shall adhere to strict fiscal and accounting standards and comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and related OMB Guidance.

9.8 SHRED CONFIDENTIAL DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

9.9 DATA ENCRYPTION

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.9.1 **Stored Data**

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.9.2 **Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57, Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.9.3 **Certification**

The County must receive, within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subsection 9.10 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.10 DISPUTES

Any disputes between the County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County Contract Section Manager or his/her designee, and the decision of the County Contract Section Manager or his/her designee shall be final.

9.11 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

9.12 GOVERNMENT OBSERVATIONS

Contractor shall permit all authorized federal, State, County and/or research personnel, in addition to DPSS staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours and upon reasonable notice. However, these personnel may not unreasonably interfere with Contractor performance. When applicable, any documents reviewed must be handled in accordance with the Family Education Rights & Privacy Act (FERPA).

9.13 VERBAL DISCUSSIONS

The Contract Manager, or Back-up Contract Manager designated in writing to act in Contractor's behalf, shall be available to respond to the County's verbal inquiries, followed by an electronic inquiry, within 1 business day, or longer as determined by County, of said inquiry, with the exception of weekends (Saturdays and Sundays) and scheduled County and Contractor holidays.

9.14 WARRANTY

Contractor warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, Contractor warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

Contractor shall, within 1 business day after oral or written notice from the County with the exception of County and scheduled Contractor holidays correct any and all defects, deficiencies, errors or omissions in Services rendered to the County of an urgent nature. Contractor shall correct any and all defects, deficiencies, errors, or omissions in services as rendered to the County of a non-urgent nature within a reasonable time, as agreed by County and Contractor. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

9.15 Execution of Counterparts

This Contract, amendments and change notices may be executed in several counterparts all of which taken together constitutes one single document.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By_____ _____
Antonia Jiménez, Acting Director — Date
Department of Public Social Services

CERRITOS COLLEGE DISTRICT

By _____ _____
Signature — Date

Norma C. Rodriguez — Director of Student Program Services
Printed Name — Title

By _____ _____
Signature — Date

Felipe Lopez — Vice President/Assistant Superintendent of Business Services
Printed Name — Title

CONTRACTOR TAX IDENTIFICATION NUMBER: 95-6666927

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel
Melinda White-Svec, Deputy County Counsel

Out-of-Classroom Coordination Services Contract was Submitted and Approved as to Form. Document on File.

STATEMENT OF WORK AND TECHNICAL EXHIBITS
Table of Contents

Section **Page**

PREAMBLE 62

1.0 GENERAL 63
1.1 Scope of Work 63
1.2 Quality Control Plan 63

2.0 COUNTY RESPONSIBILITIES 64
2.1 Materials 64
2.2 Training 65

3.0 CONTRACTOR RESPONSIBILITIES 65
3.1 Contractor Manager 65
3.2 Personnel 66
3.3 Hours of Operation 66
3.4 Materials 66
3.5 Facilities, Equipment, Supplies 66
3.6 Training 67
3.7 Civil Rights Complaints Procedures 68
3.8 Operational Support 70
3.9 Data Retention/Destruction 71
3.10 Access to LRS/CalACES and VPN (If Applicable) 71

4.0 SPECIFIC TASKS 72
4.1 Development Activities 72
4.2 Direct Services Requirements 73
4.3 Program Complaints Procedures 81
4.4 Reporting Tasks 82
4.5 Performance Outcome Measures 83

5.0 PERFORMANCE Requirement Summary 84
5.1 Introduction 84
5.2 Performance Requirements Summary (PRS) Chart 85
5.3 Quality Assurance 85
5.4 Contract Discrepancy Report (CDR) 86
5.5 Criteria for Acceptable or Unacceptable Performance 87
5.6 Remedy of Defects 88
5.7 Unsatisfactory Performance Remedies 88

TECHNICAL EXHIBITS

Technical Exhibit 1	Performance Requirements Summary (PRS) Chart	90
Technical Exhibit 2	Monthly Management Report (MMR)	102
Technical Exhibit 3	Contract Discrepancy Report	115
Technical Exhibit 4	Complaints of Discriminatory Treatment	116
Technical Exhibit 5	Civil Rights Complaint Process	117
Technical Exhibit 6	Civil Rights Training Report	118
Technical Exhibit 7	Participant Survey	120
Technical Exhibit 8	Community College CalWORKs Language Access Services Monthly Phone Log	121
Technical Exhibit 9	DPSS Consent and Release Agreement	122
Technical Exhibit 10	*GAIN Forms	123

(A) GN 105 – Post -Time Limit Services Request/Waiver
(B) GN 6005A – Verification of WtW Participation Hours
(C) GN 6006/GN 6006-1 – Service Provider Referral Form
(D) GN 6007 – Notice of Change from Service Provider
(E) GN 6011 – Notice of Termination Service Provider
(F) GN 6013 – Assessment Disposition
(G) GN 6014 – Employment Plan
(H) GN 6070 – Progress Report
(I) GN 6365 – Monthly Attendance Report
(J) GN 6390 – Attending Multiple Schools
(K) GN 6010.9B - Post-Employment Services Letter

Technical Exhibit 11	LRS Access Forms	139

(A) LRS Employee Information Sheet
(B) LRS User and Confidentiality Agreement

*All exhibits referenced under Technical Exhibit 10 will hereafter be referenced by the GAIN form number throughout the Statement of WORK.

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children, adults, and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 2.0, County Responsibilities, hereunder, the Contractor shall provide all management/ administrative services, personnel, materials and other items or services necessary to provide coordination services for County referred Participants, excluding Refuge Cash Assistance (RCA) participants. Contractor must perform to the standards in Exhibit A, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, hereunder.

1.1.1 County shall refer CalWORKs Participants to the Contractor for services provided as specified in Section 4.0, Specific Tasks, herein.

1.1.2 Contractor shall provide all requested reports to the County within the time frame provided to the Contractor.

1.2 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of this Contract. The QCP which is subject to approval or rejection by County shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of CCA's request. The QCP shall include the following:

1.2.1 Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses and qualifying experience.

1.2.2 Method and frequency of monitoring to ensure that Contract requirements are being met.

1.2.3 Method for monitoring and evaluating work performed.

1.2.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

1.2.5 Method of record retention of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the County upon request.

1.2.6 Method for providing continuing services to the County in the event of a strike of the Contractor's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.

1.2.7 Method for ensuring that all Contractor reports provide acceptable data as requested and required by this Contract.

1.2.8 Method for surveying participants at the end of the Fall and Spring term to obtain feedback on services.

1.2.9 Monitoring methods to be used, such as:

1.2.9.1 On-site visits;

1.2.9.2 Random sampling;

1.2.9.3 100% review;

1.2.9.4 CalWORKs Participant complaints;

1.2.9.5 CalWORKs Participant surveys;

1.2.9.6 Information, reports or data that may be provided by County; and

1.2.9.7 Information, reports or data provided by the Contractor.

2.0 COUNTY RESPONSIBILITIES

County will administer the Contract according to Section 6.0, Administration of Contract – County. County may provide the following:

2.1 MATERIALS

County shall provide the following items for Contractor's use:

2.1.1 Civil rights complaint forms, Complaint of Discriminatory Treatment, Technical Exhibit 4, and Civil Rights Complaint Investigation Process, Technical Exhibit 5, for use by Participants in reporting civil rights complaints.

2.1.2 A list of the County observed holidays.

2.2 TRAINING

2.2.1 County will arrange for the Civil Rights biennial training of Contractor staff by County trainers.

2.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor. If County provides such training, Contractor shall ensure that trainings are mandatory for all staff paid under this contract, including the directors/coordinators of the CalWORKs program. Trainings are optional for other employees and student workers.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 KEY CONTRACTOR PERSONNEL

Contractor shall provide staff who have the necessary professional background, experience and expertise to provide the services required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Staff shall be hired according to minimum qualifications set forth by each district at time of hire.

3.1.1 Contract Manager

Contractor shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at any time thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

3.1.1.1 Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

3.1.1.2 Be available to provide services to County Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding County and established and scheduled Contractor holidays.

3.1.1.3 Be able to read, write, speak, and understand English fluently.

3.1.1.4 Contractor shall provide a Contract Manager who is qualified to ensure all qualified professionals and clerical personnel complete the required tasks of this Contract.

3.2 PERSONNEL

Contractor will maintain efficiency of daily operations and provide all qualified professional and clerical personnel, including bilingual staff, necessary to complete the required tasks of this Contract.

3.3 HOURS OF OPERATION

Contractor shall be available to provide services to County Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding County's holidays. At the beginning of each school year, Contractor shall provide the CCA and CCPM with a schedule of all days that the Contractor shall not be in session including established Contractor holidays.

3.4 MATERIALS

3.4.1 Contractor will provide updated lists of all Contractors' CalWORKs offices to be used, including any extension site as part of the Monthly Management Report (MMR) (Technical Exhibit 2).

3.4.2 Contractor shall post in Contractor's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

3.5 FACILITIES, EQUIPMENT & SUPPLIES

3.5.1 Contractor shall provide the facility/facilities, furnishings, and electronic equipment necessary to perform all services required by this contract.

3.5.2 Contractor shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all services/materials not specifically provided by the County at all Contractor facilities used for the provision of these services.

3.5.3 Contractor shall provide supplies, unless otherwise specified in this Statement of Work, Section 2.0, County Responsibilities, necessary to perform all services required by this contract and adhere to all requirements imposed on Contractor by this Contract.

3.5.4 Contractor shall provide and shall ensure the security for computers and printers and computer access to ensure that the equipment is secure.

3.5.5 Contractor shall establish and maintain an inventory to include the following information when supplies/equipment is purchased with County funds:

3.5.5.1 Name and number of Contractor's contact person where equipment is located;

3.5.5.2 Address where equipment is located;

3.5.5.3 Type of equipment;

3.5.5.4 Brand and model of equipment; and

3.5.5.5 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.

3.5.6 Contractor shall update the equipment inventory on no less than an annual basis and shall provide County an updated Contractor's Equipment Control Form during the term of this Contract upon request.

3.5.7 Contractor shall request and receive prior authorization from County to purchase any piece of equipment in excess of $5,000 that is necessary to perform all services required under this Contract.

3.6 TRAINING

3.6.1 Contractor shall provide training in all aspects of services provided in this Contract to all contracted staff working under this contract.

3.6.2 Contractor shall provide training on reporting child abuse/elder abuse and other subject matters identified by the County for all

Contractor staff performing work under this Contract. Contractor shall utilize County provided written material and/or videos when available, unless already provided by the Contractors.

3.7 CIVIL RIGHTS COMPLIANCE

In addition to complying with paragraph 8.7 of the Contract, Compliance with Civil Rights Laws, Contractor shall comply with the Civil Rights requirements as directed by DPSS, which include, but are not limited to the following:

3.7.1 Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook incorporates the Civil Rights requirements and other mandated Federal and State requirements that must be adhered to by DPSS, its Contractors and subcontractors. They include, but are not limited to the following:

3.7.1.1 Ensuring that all staff paid under this contract, including the Directors/ Coordinators of the CalWORKs program attend the mandatory DPSS-provided Civil Rights training every two years.

3.7.1.2 Effectively identifying and documenting the Participant's designated/preferred spoken and written language.

3.7.1.3 Ensuring that the DPSS form, Complaint of Discriminatory Treatment (PA 607), is provided to Participants in their respective designated/preferred language when requested. The following form may be obtained from the following website: http://www.ladpss.gov/dpss/civilrights/forms.cfm. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.

3.7.1.4 Providing interpreters so that DPSS can ensure meaningful access to services for all Participants.

3.7.1.5 Maintaining records that include any Civil Rights related correspondence pertaining to Participants. Civil Rights complaints records should not be filed in program services case records.

3.7.1.6 Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.

3.7.1.7 Collecting data necessary to monitor compliance with Civil Rights requirements.

3.7.1.8 Contractor must provide services without undue delay to non-English and limited English proficient participants using bilingual staff, Language Line Services, or other DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

3.7.2 Contracted Language Services Providers

3.7.2.1 Contractor is required to have staff that speaks any language spoken by twenty (20%) percent or more of Contractor's enrollment (Primary Languages). Access to the language line, upon DPSS approval, is reserved for situations where the Contractor has participants who are Non-English/Limited English Proficient (NE/LEP), but the language these participants speak is shared by less than twenty percent of the Contractor's enrollment. The Contractor shall not use DPSS-provided language line in serving participants which primary language falls within twenty percent or more of the contractor's enrollment. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the Contractor's payment. The Language Line Service should be used whenever bilingual staff are not readily available to provide timely services to non-English and limited English proficient participants.

3.7.2.2 Contractor must document the participant's case record referencing usage of the language line services, the language in which the services were provided, and the nature of the information provided.

3.7.2.3 Contractor's representative is responsible for protecting its agency Access Code, Client ID, and the Over-The-Phone Interpreting telephone number from unauthorized use.

3.7.2.4 Contractor is required to complete the Language Line Services Phone Log (Technical Exhibit 8), and submit with the college's MMR by the 20th calendar day of the month following the month in which the language line services were accessed to record and monitor usage.

3.7.3 A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

3.7.4 Civil Rights Complaint Procedures

3.7.4.1 Contractor must provide and assist CalWORKs Participants with completing a PA 607 Complaint of Discriminatory Treatment in the participant's primary language.

3.7.4.2 Contractor must maintain a log of Civil Rights complaints.

3.7.4.3 Contractor Manager will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and DPSS' Civil Rights Section (CRS).

3.7.4.4 The Contractor Manager/CRLs must forward all PA 607s to the CCA within two (2) business days.

3.7.4.5 Contractor Manager/CRLs must not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

3.8 OPERATIONAL SUPPORT

Contractor shall provide comprehensive financial services. Such services shall include the following:

3.8.1 Maintenance of Contractor's financial records in accordance with L.A. County's Auditor-Controller's Handbook and OMB Guidelines;

3.8.2 Submission of monthly fiscal reports to County which include monthly and quarterly invoices. Contractor's Single Audit Reports;

3.8.3 Disbursement of funds to Subcontractors (if applicable); and

3.8.4 Monitoring of Subcontractors and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements (if applicable).

3.9 DATA RETENTION/DESTRUCTION

Contractors and Subcontractors must destroy all County data stored/processed in accordance with County and Chancellor's Office policy and standards.

3.10 ACCESS TO LRS/CalACES AND VPN (IF APPLICABLE)

3.10.1 The Contractor may request access to LRS/CalACES in accordance with procedures established by the County.

3.10.1.1 Access to LRS/CalACES shall be limited to information as determined by the County in its sole discretion.

3.10.1.2 Access to LRS/CalACES shall be limited to view-and-print-only access and shall be for the sole purpose of obtaining current verification of CalWORKs benefits for County-referred WtW participants.

3.10.2 The Contractor may request access to the County's Virtual Private Network (VPN) in order to access information on LRS/CalACES in accordance with procedures established by the County.

3.10.2.1 The Contractor must provide its own equipment and internet connection in order to access LRS/CalACES via VPN.

3.10.3 The County reserves the right to revise Contractor's access to LRS/CalACES and the VPN, up to and including removal of access to LRS/CalACES and the VPN, at any time and for any reason.

3.10.4 Access to LRS/CalACES and the VPN shall be limited to the Contractor's CalWORKs Director(s) or Coordinator(s) and one other designated staff member only.

3.10.5 The integrity and confidentiality of LRS/CalACES, the VPN, and all data transmitted, accessed, or stored via these systems must be safeguarded. Therefore, the Contractor shall:

3.10.5.1 Ensure that each staff member who will be granted access to LRS/CalACES signs and adheres to the requirements of the following forms: LRS Employee Information Sheet (EIS) (Technical Exhibit 11(A)) and LRS User Security and Confidentiality Agreement

(Technical Exhibit 11(B)). These forms must be kept on file and up-to-date for each end-user.

3.10.5.2 Ensure that each staff member with LRS/CalACES and VPN access abides by all of the County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtaining signed User Agreements, and obtaining signed Employee Acknowledgement and Confidentiality Agreements, and monitoring compliance.

3.10.5.3 Provide training in all aspects of LRS/CalACES and VPN access to each staff member who is granted access.

3.10.5.4 Inform the County within one business day from the date that a staff member is no longer working under this contract in order to ensure that access to LRS/CalACES and the VPN is revoked.

3.10.5.5 Ensure that terminals used to access LRS/CalACES and the VPN and any data, whether in physical or electronic form, that is transmitted, accessed, or stored via these systems, remain secured from unauthorized persons.

4.0 SPECIFIC TASKS

4.1 DEVELOPMENT ACTIVITIES

4.1.1 Contractor shall recruit and maintain sufficient staff for ongoing provision of services. Contractor shall ensure it is able to meet the needs of our Welfare-to-Work (WtW) Participants, including non-English speaking Participants, and Participants who are hearing impaired.

4.1.2 Contractor shall ensure that hired staff shows interest in the vision of CalWORKs and have the language/reading proficiencies required for the position.

4.1.3 Contractor shall ensure that staff has an understanding of the concepts listed below prior to providing Community College CalWORKs coordination services. The concepts shall include, but not limited to the following:

4.1.3.1 Introduction to the GAIN program including program activities, program forms, program flow, WtW Participant requirements and program goals.

4.1.3.2 Civil Rights and confidentiality requirements.

4.2 DIRECT SERVICES REQUIREMENTS

Contractor must follow the County's requirements and provide services under this Contract to WtW Participants, including Participants who are Post Employment Services and Post-Time Limited, directly referred by the Los Angeles County GAIN Program or REAS Program with a GN 6006, GN 6005A, GN 6390, or other referral form approved by the County.

Note: RCA only participants are excluded from receiving services through this contract.

4.2.1 WtW Participant's File: Contractor shall create and maintain a file for each WtW Participant that will contain the following, as appropriate:

4.2.1.1 Intake information;

4.2.1.2 Designated and preferred spoken and written language;

4.2.1.3 Current and any previous evaluations and assessments;

4.2.1.4 Referral for supportive services;

4.2.1.5 Current Student Educational Plan;

4.2.1.6 A chronological record of all contact with the Participant and DPSS staff;

4.2.1.7 Termination letter/notice from the Contractor to DPSS or DPSS' GN 6011 notice to the Contractor;

4.2.1.8 GN 6365s, GN 6070s, received.

4.2.1.9 GN 6005A for Self-Initiated Program (SIP) participants;

4.2.1.10 GN 6006/GN 6006-1 along with the GN 6013 and GN 6014 for post-assessment activities (VOC, JST, REM);

4.2.1.11 GN 6390 for service providers identified as the additional school.

Note: Post-assessment activities will include the GN 6013 and GN 6014 attached to the GN 6390. The GN 6390 for participants in a SIP activity will not include the GN 6013 and GN 6014.

4.2.2 INTAKE/ORIENTATION

4.2.2.1 Contractor shall complete the intake process without undue delay to ensure participants' WtW requirements are not hindered.

4.2.2.2 Contractor shall consider the cultural and linguistic background of the Participant in selecting and administering the Program to Participants as designated by the Participant; utilizing the Language Line Services when needed.

4.2.2.3 Contractor shall accept all requests from the County to verify the Participant's appointment and participation in the Contractor's CalWORKs Program and registration to courses within FERPA guidelines.

4.2.2.4 Contractor shall perform the following:

4.2.2.4.1 Contractor will ensure that students will receive orientation, assessment, educational planning, academic guidance, and follow up services to include tutoring referrals, probation counseling, and career counseling in accordance with the high standards set by the California Community College Chancellor's Office mandated through Senate Bill 1456, Student Success Act.

4.2.2.4.2 Contractor will ensure that the educational plan that is developed is in accordance with the student's program of study as approved for SIPs and indicated in the County's referral form (GN 6006) and/or GN 6014 for post-assessment activities.

4.2.3 GN 6006/GN 6006-1, SERVICE PROVIDER REFERRAL

Contractor shall:

4.2.3.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6006/GN 6006-1.

4.2.3.2 Make every effort to contact the County to request the GN 6013 and GN6014, if the forms are not attached to the GN 6006/GN 6006-1.

4.2.3.3 Refer the Participant back to the GSW if the GN 6006 referral form does not indicate the program to which the Participant is being referred and the GN 6014 is not attached.

4.2.3.4 Ensure the Participant's education plan is consistent with the program indicated on the referral form.

4.2.3.5 Complete the referral form as required by GAIN Policy.

4.2.3.6 Attach the Participant's class schedule to the completed referral form.

4.2.3.7 Assist the Participant by attaching a list of classes (pre-requisite, major, general education, electives, and transferable requirements, if transferring) that are required to obtain a degree/certificate in the enrolled program as required by State Policy.

Note: The list may consist of a Student Education Plan, Catalogue page, or an official Contractor's letter detailing the list of all classes required for the program/major.

4.2.3.8 Forward the referral form, along with the class schedule and list of all classes to the assigned GSW or GAIN designated contact via email within six (6) business days from the date CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the referral form if the form cannot be returned within six (6) business days.

4.2.3.9 Retain a copy of the completed form in the Participant's file.

4.2.4 RECOMMENDED STUDY TIME

4.2.4.1 Contractor shall submit a written statement to recommend the amount of study time as required by GAIN policy.

4.2.4.2 Retain a copy of the written statement indicating the amount of recommended study time in the Participant's file and provide the Participant with the written statement(s) and forward a copy to the assigned GSW.

4.2.5 ATTENDING MULTIPLE SCHOOLS

Contractor who is identified shall:

4.2.5.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6390, Attending Multiple Schools form if the Participant is in a post-assessment activity (VOC, JST, REM).

4.2.5.2 Make every effort to contact the County to request the GN 6013 and GN 6014, if the forms are not attached to the GN 6390 for a Participant in a post-assessment activity.

4.2.5.3 Complete the referral form(s) as required by GAIN policy.

4.2.5.4 Attach the Participant's class schedule to the completed GN 6390.

4.2.5.5 If it is unclear that the course(s) taken at the additional school is consistent with the Participant's approved WtW program as indicated on the GN 6390, notify the assigned GSW.

4.2.5.6 Return of the GN 6390 along with the class schedule to the Participant and forward copies to the assigned GSW within six (6) business days from the date received or notify the County as to the status of the GN 6390 and class schedule if the copies cannot be returned within six (6) business days.

4.2.5.7 Retain a copy of the completed form in the Participant's file.

Note: The GN 6006 and GN 6005A will not be issued to the additional schools; only the primary school will receive these forms. The additional schools will receive the GN 6390.

4.2.6 GN 6005A – VERIFICATION OF WELFARE-To-WORK PARTICIPATION HOURS

Contractor shall:

4.2.6.1 Complete the GN 6005A as required by GAIN policy for Participants in a potential SIP activity.

4.2.6.2 Attach the Participant's class schedule to the completed GN6005A.

Assist the Participant by attaching a list of classes (pre-requisite, major, general education, electives, and transferable requirements, if transferring) that are required to obtain a degree/certificate in the enrolled program as required by State Policy.

Note: The list may consist of a Student Education Plan, Catalogue page, or an official Contractor's letter detailing the list of all classes required for the program/major.

4.2.6.3 Return the GN 6005A along with the class schedule and list of all classes to the Participant and forward copies to the assigned GSW within six (6) business days from the date the CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the form if it cannot be returned within six (6) business days.

4.2.6.4 Retain a copy of the completed form in the Participant's file.

4.2.7 GN 6365, MONTHLY ATTENDANCE REPORT

Contractor shall complete the referral form(s) received as required by GAIN policy and:

4.2.7.1 Retain a copy of the completed and verified GN 6365 in the Participant's file.

4.2.7.2 Forward a copy of the GN 6365 to the assigned GSW or GAIN designated contact within six (6) business days from the date received by the Contractor.

4.2.7.3 Contractor must verify and return all past month's GN 6365s submitted by the participant to the County as soon as practical.

4.2.8 GN 6070, PROGRESS REPORT

Contractor shall:

4.2.8.1 Complete the GN 6070 as required by GAIN policy.

4.2.8.2 Retain a copy of the completed GN 6070 form in the Participant's file.

4.2.8.3 Return the GN 6070 to the Participant and forward a copy to the assigned GSW within six (6) business days from the date received by the Contractor.

4.2.9 SUPERVISED STUDY TIME

For Participants who agree to supervised study time, the Contractor must provide the necessary written statements as required by GAIN policy.

4.2.9.1 If the Contractor supervises the Participant's study time, the Contractor shall provide verification of the actual supervised study time hours, as required by GAIN policy.

4.2.9.1.1 Inform the Participant to attach the verification of the actual hours of supervised study time to the GN 6365.

4.2.9.1.2 Forward a copy of the verification of the actual hours of supervised study time, along with the GN 6365 to the assigned GSW or GAIN designated contact.

4.2.9.2 Retain a copy of the supervised study time statement and/or verification of actual hours of supervised study time in the Participant's file.

4.2.10 TUTORING SERVICES FOR CalWORKs PARTICIPANTS

4.2.10.1 Contractor must advise and refer Participants with a GPA of 2.0 or lower to participate in tutoring services for the area of study in which the Participant needs assistance.

4.2.10.2 Contractor must assist CalWORKs participants with accessing tutoring services within three (3) business days from the date of the student's request.

4.2.11 EXTENSION OF EDUCATIONAL PROGRAM

When the Contractor becomes aware of the need for an extension based on the education program and/or as requested by the GSW, the Contractor shall review the CalWORKs case to determine if the extension is, in fact, needed. If an extension of the approved program is needed, the Contractor shall notify the GSW immediately as required by GAIN policy.

4.2.12 COORDINATING EFFORTS

Contractor shall coordinate with the County on issues related to but not limited to the CalWORKs Participants: child care, transportation, ancillary expenses and learning disabilities (HIPAA rules apply).

4.2.13 NOTIFICATION OF EXITING PROGRAM OR DROPPED CLASS

Contractor shall notify the GSW within five (5) business days of becoming aware that the participant is no longer enrolled at the college; has dropped below his/her reported units and/or hours; has not registered for the current semester, or has been exited from the Contractor's CalWORKs Program via email or the GN 6007.

4.2.14 WRITTEN POLICIES

Contractor shall maintain written policies relating to the Program, provide copies and updates upon CCPM request and ensure the CalWORKs program includes:

4.2.14.1 An intention to work with DPSS on employer-based education/training programs; and

4.2.14.2 Programs that reflect partnership/collaboration with local Workforce Investment Boards America's Job Centers of

California (AJCC) sites (formally called One-Stop Career Centers).

4.2.14.3 Develop a process to refer Participants to an AJCC for enrollment in the Workforce Innovation and Opportunity Act (WIOA) for assistance with finding employment upon near completion or completion of the Participant's educational program and anytime the Participant requests assistance in finding employment.

4.2.15 FEDERAL/STATE AUDITS

Contractor shall assist County with providing necessary verification and documentation of progress, registration and enrollment in conjunction with CalWORKs participation hours reported via the GN 6365 for County referred WtW Participants whose cases have been randomly selected for Federal/State audits.

4.2.16 POST-TIME LIMITED AND POST-EMPLOYMENT SERVICES PARTICIPANTS

Contractor shall serve participants who are considered to be Post Time-Limited (PTL) and Post-Employment Services Participants (PES).

4.2.16.1 Services should include, but are not limited to completing forms such as the GN 6005A, GN 6006, GN 6390, GN 6365 and GN 6070, as applicable.

4.2.16.2 Contractor may identify a PTL Participant via a GN 105 Post-Time Limit Services Request/Waiver form and a PES Participant via a GN 6010.9B.

4.2.16.3 Contractor shall serve PTL and PES WtW Participants in a quantity not to exceed a combined ten percent (10%) of the Contractor's CalWORKs enrollment based on the Chancellor's Office most current data.

4.2.16.4 Contractor shall immediately and simultaneously notify the CCPM and the CCA in writing when the ten percent (10%) threshold has been reached and no longer able to serve new PTL and PES Participants.

4.2.16.5 Contractor shall immediately notify the CCA and the CCPM when no longer at the threshold and able to accept new PTL and PES Participants.

4.2.18 ACADEMIC PROBATION RATE

Contractor shall reduce the number of CalWORKs Participants on academic probation each Fiscal Year.

4.2.18.1 Contractor shall reduce the number of Los Angeles County CalWORKs Participants on academic probation by five percent (5%) annually or until the number of CalWORKs Participants on academic probation is twenty percent (20%) or less of the Contractor's Los Angeles CalWORKs student population.

4.2.19 CAREER PATHWAYS

Contractor shall pursue the development of "Career Pathways" in accordance with the standards set by the Chancellor's Office in partnership with the Career and Technical Education, the California Workforce Association, and the California Workforce Development Board mandated through the WIOA Act. When development of the Career Pathways is in place between the Contractor, the America's Job Center of California, and the County, the Contractor must notify the assigned GSW of any Participant's co-enrollment and provide information as requested by the County.

4.2.20 LIST OF APPROVED SELF-INITIATED PROGRAMS

Contractor shall respond to the County's request for program information needed to promulgate a Los Angeles County's List of Approved Self-Initiated Programs (SIP) as required by GAIN policy within the time frame specified by the County.

4.2.30 Employment Services in Related Educational Program

Contractor must assist the Participant to find employment in the Participant's field of study or by referring the Participant to the appropriate resource on or off the Contractor's site.

4.3 PROGRAM COMPLAINTS PROCEDURES

4.3.1 Contractor shall submit program policy and procedure complaints or inquires according to the chain of command established by the County.

4.3.2 Contractor shall provide the County with the case name, case number and state the specific case issue(s) in the complaint or inquiries submitted to the County.

4.4 REPORTING TASKS

4.4.1 County may require additional reports regarding Contractors activities relating to the Contract duties and purposes. Contactor shall acknowledge the request (s) within one business day.

4.4.2 Contractor shall complete an accurate and validate Monthly Management Report (MMR), (Technical Exhibit 2). The MMR shall be submitted to, CCPM and CCA by the twentieth (20th) calendar day of each succeeding month.

4.4.2.1 County reserves the right to make revisions to the MMR and the data elements throughout this contract period according to the reporting needs of the County and/or Board mandates. Such revisions will be made after consultation and input from the Contractor.

4.4.2.2 Contractor shall report on the MMR on data elements as defined, and required by the County.

4.4.3 Contractor shall submit to the CCPM, at the very minimum three (3) WtW Participant success stories for each fiscal year of this contract.

The Contractor shall use the County's consent form to obtain permission from the WtW Participant to use his/her success story and picture. The Contractor shall forward a legible copy of the County's consent form, clearly indicating the Participant's case number and a legible copy of the Participant's success story.

4.4.4 Contractor shall provide the CCPM and CCA a data report, in Excel file, that shows the unduplicated numbers of (1) Transfers (2) Academic and Progress Probation Rates; (3) Grade Point Average; and (4) Credential attainment, of unduplicated Los Angeles County CalWORKs Participants compared to the overall Contractor's community college general population, commencing with the Contractor's 2016-17 academic year due July 31, 2018.

4.4.4.1 Contractor shall provide subsequent comparison reports for 2017-18 academic year no later than July 31, 2019 and

2018-19 academic year comparison report no later than July 31, 2020.

4.4.4.2 Contractor shall use an excel template provided by the County to report on data elements as defined and required by the County.

4.5 PERFORMANCE OUTCOME MEASURES

4.5.1 95 percent of completed referral forms must be submitted to DPSS within six (6) business days of receipt.

4.5.2 95 percent of completed monthly attendance and progress reports must be submitted to DPSS within six (6) business days of receipt.

4.5.3 95 percent of Los Angeles County CalWORKs students who request tutoring assistance must be referred to tutoring service within three (3) business days of request.

4.5.4 Maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles County CalWORKs student population. This rate shall be calculated based on the total number of Los Angeles County CalWORKs students reported relative to the Fall 2018 college semester and the number of those students with a cumulative GPA lower than 2.0.

4.5.5 If the academic probation rate exceeds twenty percent (20%) of the Contractor's Los Angeles County CalWORKs student population, the Contractor shall reduce the number of Los Angeles County CalWORKs students on academic probation (cumulative GPA that is less than 2.0) by five percent (5%) annually or until the number of Los Angeles County CalWORKs student population with a cumulative GPA less than 2.0 amounts to twenty percent (20%) or less of the Contractor's Los Angeles County CalWORKs population.

4.5.5.1 Contractor shall provide the Los Angeles County CalWORKs population count for the Fall 2018 semester and the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 no later than March 1, 2019.

4.5.5.2 Contractor shall provide subsequent Fall term data on the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 no later than March 1st each contract term commencing March 2019. Contractors may submit data with the January's MMR due February 20th of

each contract term. Fall 2019 data will be compared to fall 2018 data to determine the reduction of the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 and will be compared annually to the previous Fall term data to determine the annual reduction.

4.5.6 Contractor shall perform the services in this Statement of Work, including, but not limited to, subsection 4.1 and 4.2 above, in a manner so as to ensure that ninety-five (95%) percent of CalWORKs Participants surveyed by County indicate that the services in subsection 4.2 assisted them in completing their educational program (the course of study the WtW Participant is enrolled in) at Contractor's site.

4.5.7 Contractor shall ensure that the services in subsection 4.2, above, result in the effective tracking and reporting of enrollment, registration in class(es), progress and course/program completion or transfer of the WtW Participants enrolled at Contractor's site.

5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.1 INTRODUCTION

The PRS lists the required services which will be monitored by the County during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the County's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of this Contract and Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor, and will not be the basis of the assignment of any penalties.

Because the provision of Community College CalWORKs Program Services to CalWORKs Participants is of vital importance to the mission of

DPSS, the County expects a high Standard of Contractor's performance. County will work with Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

5.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Technical Exhibit 1, and:

5.2.1 Provides the Section or sub-section referenced (Column 1 of chart) and/or the Paragraph or sub-paragraph referenced.

5.2.2 Defines the Standard of performance for each required service (Column 3 of chart).

5.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a fiscal deduction (Column 4 of chart).

5.2.4 Indicates fiscal deductions to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart).

5.3 QUALITY ASSURANCE

5.3.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Contractor's performance will be compared to this Contract's Standards and AQLs using the County's Contract Monitoring Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract (refer to Paragraph 8.0, sub-paragraph 8.26, Liquidated Damages herein above, and in Exhibit A, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, hereunder.

5.3.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report, Attachment A, Technical Exhibit 3, is issued, and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

5.3.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

5.3.4 Upon advance notice, either the County or Contractor may make an auditory recording of the Performance Evaluation Meeting.

5.3.5 County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring that may be used include:

- Random sampling.
- One hundred (100%) percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance.
- Review of reports and files maintained by the Contractor.
- On-site evaluations and monitoring.
- Evaluation of complaints.
- CalWORKs Participant and end user surveys.

5.4 CONTRACT DISCREPANCY REPORT (CDR)

Verbal or electronic notification of a Contract discrepancy will be made to the Contractor's Contract Manager or designee as soon as possible,

whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time frame mutually agreed upon by the County and the Contractor.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy Report when the performance is unacceptable. Upon receipt of the document, the Contractor is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The CDR will require the Contractor to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR format is shown in Technical Exhibit 3.

5.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

5.5.1 In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

a. *Acceptable Quality Level (AQL)* – A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance.

b. *Lot Size* - the total number of units or services to be provided monthly.

c. *Sample Size* - the number of units or services to be checked for a given time period.

d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

5.5.2 The *AQL* for each sampling is taken from the PRS. The lot size is determined by how often Contractor will provide a service during the month or the number of cases filed at Contractor's site. To ensure

each service has an equal chance of being selected, a random number table is used to determine the sample.

5.5.3 When services performed are determined to be unacceptable in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review even though fiscal penalties may be imposed.

5.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a time frame specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

5.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform to the requirements of this Contract, the County will first discuss the unsatisfactory performance with the Contractor to determine good cause. If good cause does not exist, the County will have the option to apply the following nonperformance remedies:

5.7.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

5.7.2 Reduce payment to Contractor by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.

5.7.3 Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

5.7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Paragraph 8.42 of this Contract, sub-paragraph 8.42.1, Termination for Convenience, herein above.

PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGE CalWORKs PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, Statement of Work (SOW), Subsection 1.2 - Quality Control Plan (QCP)	Contractor provides QCP and any subsequent revisions upon CCA request.	QC Plan received by CCA on Contract start date.	100%	Review of plan and revised plans	$50.00 per item found deficient within the plan.
	Contractor maintains QC review records and provides upon CCA request.	Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	100%	Periodic review of records	$50.00 per incident of non-compliance.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract, Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.7 and Section 9.0, Unique Terms & Conditions, sub-paragraphs 9.3, Agrees and complies with these mandated laws such as EEO & Nondiscrimination, Child/Adult Abuse and Fraud Reporting Responsibilities, and Civil Rights,	Complies with reporting responsibilities in instances of any reported/discovered child/elder abuse/fraud reported. Has all brochures or pamphlets available for the public and to post all notices.	Instances of abuse reported timely. On site review of Contractor facilities indicates notices are posted and brochures and pamphlets are easily accessible to the public and employees. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures required to perform the duties of this Contract. Contractor shall maintain all licenses required to perform the duties of this Contract.	100% 100% 100%	Review of records User complaint and/or on-site monitoring Periodic review of records	$50.00 per incident $50.00 per incident $50.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW, Subsection 3.1, Key Contractor Personnel	Provide, at start-up of the new Contract term and at any time there is a change during the Contract term, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	100%	Notification by U.S. mail, e-mail or telephone call.	$50.00 for each failure to comply with CCA requests.
Contract, Section 8.0, Standard Terms & Conditions, sub-paragraph 8.11, Consideration of Hiring GAIN/GROW Participants	Ensures to earnestly comply with Attestation of Willingness to Consider GAIN/GROW participants.	Report all job offerings with job requirements to GAINGROW@dpss.lacounty.gov Obtain a list of qualified GAIN/GROW job candidates routinely.	100%	Periodic review of records.	$50.00 for each failure to comply with CCA requests.
Contract, Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.24 and 8.25, General Provision for All Insurance Coverages	Provides, at start-up of the new Contract term and annually during the Contract term, a copy of a current certificate of the active insurance policies coverages.	A current certificate of the active insurance policies coverages is on file	100%	Annual review of records.	$50.00 for each failure to comply with CCA requests

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract, Section 7.0, Administration of Contract- Contractor, sub-paragraph 7.5, Confidentiality.	Obtains an Employee Acknowledgment & Confidentiality Agreement signed by each staff assigned to this Contract.	Copy of Agreement is on file for each staff assigned to this Contract for at the start of the new Contract and obtained for each new employee assigned during the Contract term.	100%	Review of records	$50.00 per incident
	Contractor, its employees and non-employees performing services covered by this Contract, in signing this Agreement, agrees to adhere to the provisions of the Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit G).	Contractor maintains confidentiality in accordance with all applicable laws, policies, regulations, rules, etc. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.	100%	Periodic review of records.	$50.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract, Section 5.0, Contract Sum, subparagraph 5.5 and Exhibit A, SOW, Section 3.0, Specific Tasks, Subsection 3.8, Operational Support and Subsection 4.4, Reporting Tasks Submit Monthly Invoices, Quarterly Reconciliation Invoices, Monthly Management Reports (MMRs), Annual Single Audit Reports and any other requested Report.	Accurate and validated Monthly Invoices and the Monthly Management Reports (MMRs) and Single Audit Reports are submitted timely.	Accurate Monthly Invoice are received by the 15th calendar day following the report month. Accurate Quarterly Reconciliation Invoice received by the 30th calendar day following the end of the quarter. Accurate and validated MMR are received by the 20th calendar day following the report month. Requested reports are received by the requested due date.	5 days after the due date	Review of Invoices and Reports	$50.00 after the 5th day late per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW, Section 4.0, Specific Tasks,	Recruit and maintain sufficient staff to provide uninterrupted, ongoing services.	Maintain sufficient staff coverage in all contracted community college sites so that there is no backlog in the delivery of services.	100%	Participant complaints and review of MMR	$100.00 for each instance
	Ensure that staff performing work under this Contract, receives all necessary training.	100% of staff performing work under this Contract attends required training.	97%	Review of training logs	$100.00 for each percentage point below the AQL

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.5, Complaints, and 8.7, Civil Rights Compliance,	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.	Submit a copy of the Contractor's written Complaint Procedures at the start-up of the new Contract and provide updates on a timely basis during the Contract term.	100%	Periodic review of records	$100.00 for each substantiated complaint
Exhibit A, SOW, Subsection.3.7, Compliance with Civil Rights Complaints Procedures	Contractor shall: 1) provide assistance to the CalWORKs Participant with completion of the PA 607 2) identify CalWORKs Participants designated language 3) forward all PA 607s within 2 days to CCA 4) not attempt to intervene or investigate Civil Rights complaints. 5) maintain a detailed log of civil rights complaints	Notify CCA of status of the investigations within 5 days of receiving complaints. Provide CCA copies of all responses to complaints within 3 business days after completion of the investigations. Contractor shall ensure that all Contractor's staff paid under this Contract including Directors/ Coordinators of the CalWORKs program, attend the Civil Rights training in order to comply with all the Civil Rights Complaint procedures, and to ensure all complaints are recorded properly on the complaint log.	100% 100%	Periodic review of log and records Periodic review of logs and records	$100.00 per incident $100.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW, Subsection 4.2, Direct Service Requirements, subparagraphs 4.2.1 – 4.2.2	Contractor shall provide services, including any necessary assessment, case file management and timely reporting to County.	Contractor shall establish and execute an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services are not duplicated, create acceptable files for each Participant.	95%	On-site visits and sample review of randomly selected Participant cases	$50.00 per occurrence of non-compliance below the AQL
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, subparagraph 4.2.3; 4.2.5; and 4.2.6	Contractor must complete the GN 6006/ GN 6006-1, GN 6005A or GN 6390 as required by GAIN Program and develop an educational plan that is consistent with the Participant's program of study as indicated on the County's referral form.	Contractor must ensure the Participant's educational plan is consistent with the Participant's program of study as indicated on the County's form.	100%	On-site visits and sample review of randomly selected WtW Participant cases	$50.00 per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.7 and 4.2.8	Contractor must complete and return the GN 6365 and GN 6070 report within six (6) business days of receipt.	Contractor must complete and return required forms for all County referred WtW Participants within the specified time frame. File copies of form in permanent file with copy of submittal confirmation.	95%	On-site visits and sample review of randomly selected WtW Participant cases	$50.00 per occurrence
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.3, 4.2.5 and 4.2.6	Contractor must complete and return the GN 6006, GN 6005A or GN 6390 within six (6) business days.	Contractor must complete and return the required forms for all County referred WtW participants within the specified time frame. File copies of form in permanent file with copy of submittal confirmation	95%	On-site visits and sample review of randomly selected WtW Participant cases	$50.00 per occurrence
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.3, 4.2.5 and 4.2.6	Contractor must accurately complete the GN 6006, GN 6005A and GN 6390.	Contractor must accurately complete the GN 6006, GN 6005A and GN 6390 per GAIN policy.	100%	On-site visits and sample review of randomly selected WtW Participant cases	$50.00 per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, Sub-paragraph 4.2.15	Contract must complete the required reports and provide verification for all County-referred WtW Participants within the specified time frame for cases selected for work participation rate audits.	Contractor must complete required reports for all County referred WtW Participants within the specified time frames and provide verification for cases selected for work participation rate audits. File copies of form in permanent file.	95%	On-site visits and sample review of randomly selected WtW Participant cases	$50.00 per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraph 4.2.18 Academic Probation Rate- and Subsection 4.5, Performance Outcome Measures	Contractor must maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles (L.A.) County's WtW student population. If not, Contractor shall make continual efforts to improve the academic probation rate of L.A. WtW students to maintain the standard rate.	Contractor must maintain an academic probation rate of L.A. County's WtW students of twenty percent (20%) or less. If not, Contractor shall reduce the academic probation rate of these students with a cumulative GPA below 2.0 by five percent (5%) percent annually or until the academic probation rate is twenty percent (20%) or less of the Contractor's L.A. WtW student population.	95%	Information provided by the CCDs as requested by County.	$100 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0, Performance Requirement Summary, subsection 5.7.
Exhibit A, SOW Section 4.2.18 Academic Probation Rate and 4.5, Performance Outcome Measures, sub-paragraphs 4.5.4	Contractor must provide an Academic Probation Rate annually	Contractor must provide an Academic Probation Rate which contains the previous Fall semester data no later than March 1st with the January's MMR due February 20th of each contract term.	5 days after due date	Receipt of data	$50.00 after the 5th day late

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Section 4.4 Reporting Tasks	Contractor must complete the requirements of Section 4.5 within the time frame specified by the County.	Information submitted by the Contractor must be accurate, complete, and validated and must be received by the County by the requested due date.	5 days after due date	Review of Report Information provided and number of success stories submitted	$100.00 per incident
Exhibit A, SOW Subsection 4.5, Performance Outcome Measures, sub-paragraphs 4.5.1 and 4.5.7	Contractor must provide services stated in Sections 4.1 and 4.2.	95% of the Participants surveyed indicate that the Contractor's services are useful; agree that all required forms were completed timely by the Contractor; agree that the Contractor maintained on-going contact; agree they received adequate support and resources to complete their program form the Contractor.	95%	Review of data from the monitoring sample of randomly selected WtW Participant cases	$50.00 for each measure does not meet the AQL

Monthly Management Report (MMR)

Report Month **Select Rpt. Mo.**

Select College from drop-down
Contact Person Enter Your Name Here
Phone Number
Email

	DATA ELEMENTS For LA County Referred WtW Participants	Total No.
1	Received services from the College's CalWORKs office this report month	
2	Enrolled in the College's CalWORKs Program through the last day of this report month (Unduplicated)	
	(a) Of those enrolled, how many registered in classes and completed the current term, report once at the end of each term (Unduplicated subset of 2)	
	(b) Number of GN 6390s received for students attending this school as the additional school this report month (Unduplicated subset of 2)	
	(c) Number of students exited (dropped/quit/no longer enrolled in) the College's CalWORKs Program **without** completing WtW program (Unduplicated subset of 2)	
3	Monthly Attendance Reports received this report month	
4	Monthly Attendance Reports completed this report month	
5	Progress Reports received this report month	
6	Progress Reports completed this report month	
	(a) Of those completed, how many completed as "making satisfactory progress in overall program" (Unduplicated subset of 6)	
	(b) Of those completed, how many completed as " **not** making satisfactory progress in overall program" (Unduplicated subset of 6)	
7	Referred to tutoring services this report month (Unduplicated)	
8	Participants with a status change from CalWORKs to Post-Employment Services this report month (Unduplicated)	
9	Participants with a status change from CalWORKs to Post-Time Limit Services this report month (Unduplicated)	

LANGUAGE LINE	
Was the Language Line - telephone interpreting services used this report month?	Select from drop-down

ACADEMIC PROBATION RATE FOR LA COUNTY CalWORKs PARTICIPANTS		
Total LA County's WtW Population for Fall 2018 only		Enter Total Here
Total LA County WtW Population below a 2.0 GPA		
Fall 2018	**Fall 2019**	**Fall 2020**
Enter Total Here	Enter Total Here	Enter Total Here

SAMPLE

Monthly Management Report (MMR)

Table 1. List of Unduplicated New LA County WtW Participants whose Intake Appointment was Completed this Report Month

					Unduplicated Total	0	
	WtW Participant Name	Case Number	Activity (select from drop down)	Course of Study	Intake Appointment Date	Class Start Date	Expected Program End Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
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25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							

SAMPLE

Monthly Management Report (MMR)

Table 2. List of Unduplicated LA County WtW Participants who Successfully Completed/Transferred and Exited this Report Month						
					Unduplicated Total	0
	WtW Participant Name	Case Number	Activity	Course of Study	End Date	Enter the Type of Degree or Certificate Earned If student Transferred w/out earning a degree/certificate, Enter "Transfer"
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

SAMPLE

Table 3. List of Unduplicated LA County WtW Participants who Earned a GED, HISET, or HS Diploma						
				Unduplicated Total	0	
	WtW Participant Name	Case Number	Activity	Start Date	Degree/ Certificate Earned (Select From Drop Down)	Date Earned
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

SAMPLE

Monthly Management Report (MMR)

Table 4. List of Unduplicated LA County WtW Participants who Completed a Remedial Activity								
						Unduplicated Total	0	
	WtW Participant Name	Case Number	REM Start Date	Certificate Earned	Date Earned	Date enrolled in Post-Secondary Education/ Training	Post-Secondary Program	Activity
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
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12								
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32								
33								

DRAFT

Monthly Management Report (MMR)

	Data Element	Definition
Data Elements for LA County Referred WtW Participants		WtW participants referred by GAIN Services Worker or Contracted Case Manager with a GN 6005A, GN 6006, or GN 6390.
1	Received services from the College's CalWORKs office during this report month (Duplicated)	Contractor must report a count of each interaction ((i.e., all contacts, in person, by phone, and by email) that occurred with LA County WtW referred participants in order to provide services via the college's CalWORKs (CW) Program. This count will be considered a duplicated count (since one PT may have more than one interaction during the report month with the college's CW office). Services may include, but not limited to: transportation, childcare, ancillaries, monthly attendance report forms, progress report, referrals to services, case management, counseling, etc.
2	Enrolled in the College's CalWORKs Program through the last day of this report month (Unduplicated)	Enrolled means accepted into the College's CalWORKs (CW) Program in accordance with Section 4.0 of the contract (SIPs, VOCs, REMs, JSTs: If in both VOC and REM count as VOC only; do not duplicate the count). Report unduplicated count of all LA County CW students that are enrolled in the College's CW Program and have not been exited (this includes participants who are registered in class for the current term and those who are not). (WIOA: Skill Gain and Cal-OAR)
	(a) Of those enrolled, how many are registered in classes and completed the current term, report once at the end of the term (Unduplicated subset of 2)	Registered means enrolled in the college's CalWORKs Program and signed-up in at least one class and completed the term (i.e., received C or Better/Credit/No Credit/Pass). (WIOA: Skill gain)
	(b) Number of students attending this school as the additional school (Unduplicated subset of 2)	Number must be consistent with the number of GN 6390 received during the report month.
	(c) Number of students exited (dropped/quit/no longer enrolled in) the College's CalWORKs Program **without** completing WtW program (Unduplicated subset of 2)	Exited means no longer enrolled in the college's CalWORKs Program. A participant who has not participated in the college's program (not registered in classes, or no longer seeking services from the college's CalWORKs office for two semesters (i.e., Fall/Spring).
3	Monthly Attendance Reports received this report month	Definition n/a
4	Monthly Attendance Reports completed this report month	Monthly Attendance Reports completed in accordance with Section 4.2.7 of the contract. (WIOA: Skill gain)
5	Progress Reports received this report month	Definition n/a
6	Progress Reports completed this report month	Complete progress report in accordance with Section 4.2.8 of the contract.
	(a) Of those completed, how many completed as "making satisfactory progress in overall program" (Unduplicated subset of 6)	Report progress in accordance with Section 4.2.8 of the contract. (WIOA: Skill Gain)
	(b) Of those completed, how many completed as "**not** making satisfactory progress in overall program (Unduplicated subset of 6)	Report progress in accordance with Section 4.2.8 of the contract. (WIOA: Skill Gain)

Monthly Management Report (MMR)

7	Referred to tutoring services this report month (Unduplicated)	Colleges must refer PT students with a GPA of 2.0 or lower; and assist CW students in accessing tutoring services within 3 business days from the date of the student's request (Section 4.2.10). (Cal-OAR; WIOA: Skills Gain)
8	Participants with a status change from CalWORKs to Post-Employment Services this report month (Unduplicated)	Number must be consistent with the number of new PES statuses during the report month (unduplicated). Count is not carried over month to month. PES must be enrolled in college's CalWORKs Program. In accordance with 4.2 Direct Services Requirements of the contract, college's CW Program services includes: case management, completion of forms, counseling, etc. (does not include work study or other services limited by the Chancellor's Office CW Program Handbook).
9	Participants with a status change from CalWORKs to Post-Time Limit Services this report month (Unduplicated)	Number must be consistent with the number of new PTL statuses during the report month (unduplicated). Count is not carried over month to month. PTL must be enrolled in college's CalWORKs (CW) Program. In accordance with 4.2 Direct Services Requirements of the contract, college's CW Program services includes: case management, completion of forms, counseling, etc. (does not include work study or other services limited by the Chancellor's Office CW Program Handbook).

SAMPLE

Monthly Management Report (MMR)

Academic Probation Rate for LA County WtW Participants	Report the total LA County's CalWORKs population and those below a 2.0 GPA for the Fall of 2018 with the January MMR due February 20th, 2019. (WIOA: Skill Gain and Cal-OAR) Fall 2018 will establish the base for the performance measure. Subsequent Fall numbers are due with your January MMR due February 20th of each contract year. Subsequent Fall numbers are due no later than March 1st.
Table 1. List of Unduplicated New LA County WtW Participants whose Intake Appointment was Completed this Report Month	Contractor must provide an unduplicated total of new LA County Intakes completed during the report month. Total will auto-populate with every PT's name entered in the table. (Unduplicated subset of Data Element #2) (Cal-OAR)
Table 2. List of Unduplicated LA County WtW Participants who Successfully Completed/Transferred and Exited this Report Month	**Credential attainment**, i.e., certificate/degree/licensure earned, during the participation in the program. Successfully completed and exited means completion of program on the GN6006 or GN6005A and awarded a Degree or Certificate and no longer enrolled in the college's CalWORKs Program (exited). PT did not transfer. Attach success story for at least one PT being reported as successfully completing and exiting the college's CW Program. Report this count following the fall and spring term. (WIOA: Credential Attainment; Skills Gain)
	Transferred and exited means completion of the program and transferring requirements on the GN 6006 or GN 6005A. Pt may have earned a degree/certificate and transferring requirement or may have completed the program and transferring requirements without earning a degree/certificate and (no longer enrolled) exited from the college's CalWORKs Program. Report the data if known. Source of count may include student self-reporting. (WIOA: Credential attainment; Skill Gain)
	Report this count following the fall and spring term. Attach a success story for at least one PT being reported as successfully completing/transferring and exiting the college's CW Program.
Table 3. List of Unduplicated LA County WtW Participants who Earned a GED, HISET, or HS Diploma	Attainment of a secondary school diploma or its State recognized equivalent.(WIOA: Credential Attainment)
Table 4. List of Unduplicated LA County WtW Participants who Completed a Remedial Activity	Report the number of participant who completed a Remedial program (i.e., ESL, Adult Education, and Basic Skills Course) and enrolled in postsecondary education and training during the program year. (WIOA: Measurable Skill Gain)

Note: Some data elements may not be applicable every report month, such as 2a, 2b, 2c, 7, 8, 9, Academic Probation Rate Table, Table 2, Table 3, and Table 4. When not applicable, leaving a blank or N/A is appropriate.

Monthly Management Report (MMR)

MMR Worksheet				T1 Intake Appt. Work sheet
Select College from drop-down	Select Rpt. Mo.		Select from drop-down	SIP
Antelope Valley College		July 2018	Yes, Log attached	VOC
Cerritos College		August 2018	No	REM
College of the Canyons		September 2018		JST
Compton College		October 2018		VOC&REM
El Camino College		November 2018		STV
Glendale College		December 2018		
Long Beach College		January 2019		
East LA College		February 2019		
LA City College		March 2019		
LA Harbor		April 2019		
LA Mission		May 2019		
Pierce College		June 2019		
LA Southwest		July 2019		
LA Trade Tech		August 2019		
LA Valley		September 2019		
West LA College		October 2019		
Mt. San Antonio College		November 2019		
Pasadena College		December 2019		
Rio Hondo College		January 2020		
		February 2020		
		March 2020		
		April 2020		
		May 2020		
		June 2020		
		July 2020		
		August 2020		
		September 2020		
		October 2020		
		November 2020		
		December 2020		
		January 2021		
		February 2021		
		March 2021		
		April 2021		
		May 2021		
		June 2021		

SAMPLE

Monthly Management Report (MMR)

T2 Completed and Exited	T3 One Year of Exiting Program	T4 GED_HISET Exam
SIP	SIP	SIP
VOC	VOC	VOC
REM	REM	REM
JST	JST	JST
VOC&REM	VOC&REM	VOC&REM
STV	STV	STV
	GED	
	HISET	
	High School	

SAMPLE

Monthly Management Report (MMR)

CalWORKs Annual Report

Report Year **Select Rpt. Yr. from drop-down**
Phone Number
Email

Select College from drop-down
Contact Person Enter Your Name Here

Data Elements	CalWORKs	General Population
	Annual	Annual
Unduplicated Headcount		
(1) Transfers		
(4) Credential Attainment - Degrees		
(4) Credential Attainment - Certificates		

Data Elements	CalWORKs		General Population	
	Fall	Spring	Fall	Spring
(2) Academic Probation				
(2) Progress Probation				
(3) Success				
(3) Average Cumulative GPA				

SAMPLE

Monthly Management Report (MMR)

Data Elements	Definitions
Unduplicated Headcount	This count establishes the base for the data. It is the unduplicated total number of students served for the Academic School Year.
Transfers	Total number of students who have met the transfer requirements for the campus and plan to transfer to a University.
Academic Probation	The unduplicated number of students who have attempted at least 12 semester units, as shown by the academic record and placed on Academic Probation for obtaining a grade point average for total units attempted less than 2.0.
Progress Probation	The unduplicated number of students who have enrolled in 12 or more semester units as shown by the academic record placed on Progress Probation as entries of "W,""I," and "NC" and/or "NP" account for fifty percent or more of the total units attempted. Courses dropped prior to the "No Notation" deadline are not considered "units attempted" and do not receive entries as "W", "I," or "NC/NP."
Success	Defined as the percentage of students enrolled at first Census who receive a C/P or better as a final course grade. Inc, P, grades (IA, IB, IC, IPP) are also considered passing success by the Chancellor's Office. Inc, NP, (ID, IF) are not considered successful grades, but are included in retention rates.
Average Cumulative GPA	A grade point average (GPA) is a number representing the average value of a cumulated final grades earned in course over time. A student's grade point average is calculated by adding up all accumulated final grades and dividing that figure by the number of grades awarded. This calculation results in a mathematical mean or average of all final grades. GPA is based on a 0 to 4.0 scale (A=4.0, B=3.0, C=2.0, D=1.0, and F=0), with a 4.0 representing a "perfect" GPA - or a student having earned straight As, in every course.
Credential Attainment	
Degrees	The unduplicated number of associate degrees awarded to (current and former CalWORKs) students by the college upon completion of a course of study intended to usually last two years.
Certificates	The unduplicated number of certificates awarded to (current and former CalWORKs) students by the college upon completion of a program.

SAMPLE

Monthly Management Report (MMR)

Colleges	Report Yrs.
Select College from drop-down	AY 2016-17
Antelope Valley College	AY 2017-18
Cerritos College	AY 2018-19
College of the Canyons	
Compton College	
El Camino College	
Glendale College	
Long Beach College	
East LA College	
LA City College	
LA Harbor	
LA Mission	
Pierce College	
LA Southwest	
LA Trade Tech	
LA Valley	
West LA College	
Mt. San Antonio College	
Pasadena College	
Rio Hondo College	

SAMPLE

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____
Signature of QAE/CCA Date

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

_____

_____

_____

_____ _____
Signature of Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

_____

_____

_____ _____
Signature of QAE/CCA Date

COUNTY'S ACTIONS: _____

_____

CONTRACTOR NOTIFIED OF ACTION: _____

_____
CCA's Signature and Date

_____
Contract Representative's Signature and Date

County of Los Angeles | Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, **hereby file this complaint of discriminatory treatment and request that an investigation be conducted.**
(Please print your name)

I believe I was discriminated against because of my:

☐ RACE	☐ DISABILITY	☐ ETHNIC GROUP IDENTIFICATION
☐ NATIONAL ORIGIN	☐ RELIGION	☐ SEX
☐ MARITAL STATUS	☐ AGE	☐ COLOR
☐ POLITICAL AFFILIATION	☐ SEXUAL ORIENTATION	☐ DOMESTIC PARTNERSHIP

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

_____

_____

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

_____

_____

_____

_____

_____

_____

_____

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

_____

_____

_____

_____

_____
Initial on the line above if you give consent.

CONSENT GRANTED – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

_____
Initial on the line above if you do not give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

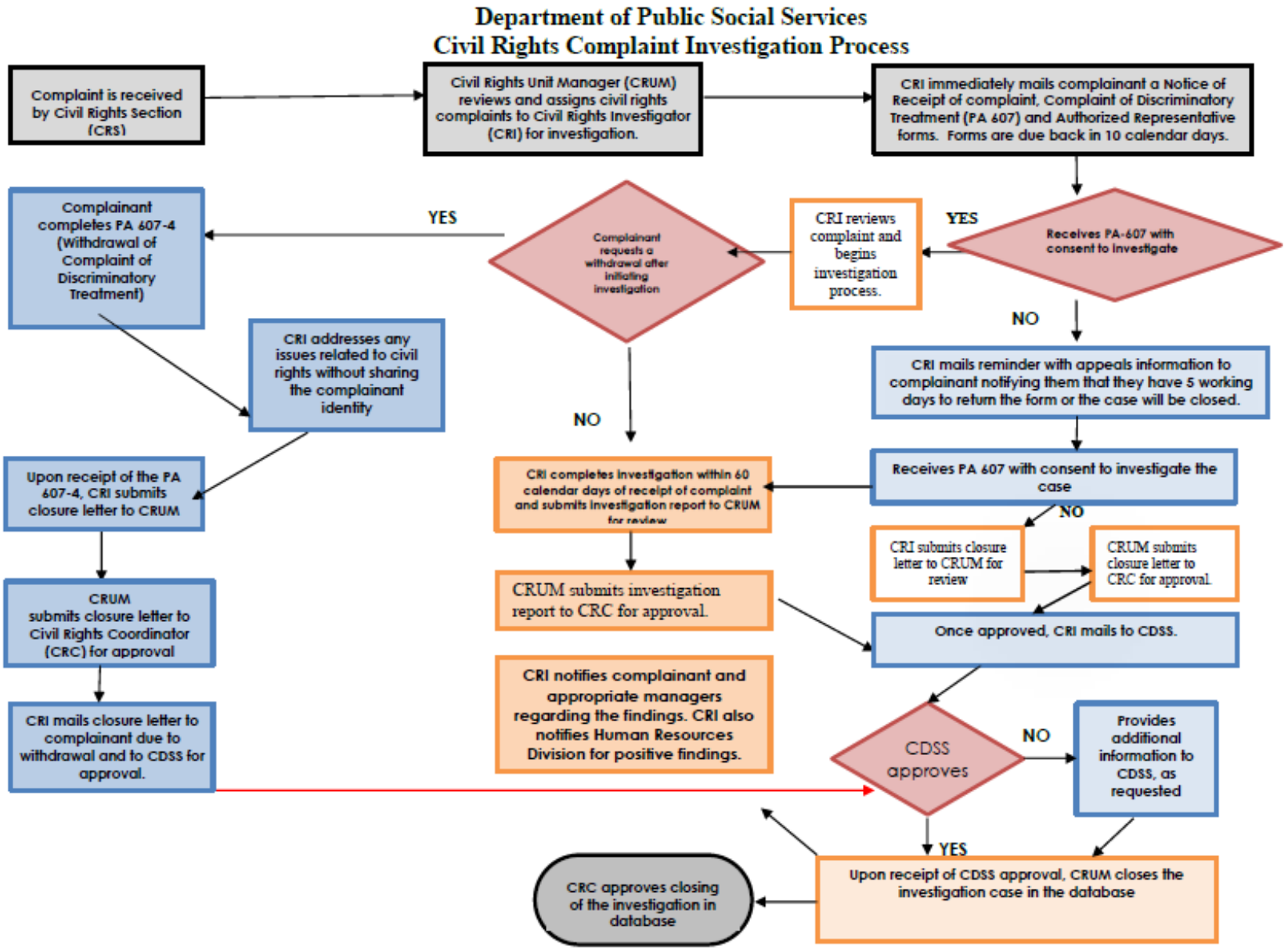
_____ _____
(SIGNATURE) (DATE)

ADDRESS: _____

_____

TELEPHONE: _____

PA – 607 (REVISED 06/11)


Department of Public Social Services
Civil Rights Complaint Investigation Process
Complaint is received by Civil Rights Section (CRS)
Civil Rights Unit Manager (CRUM) reviews and assigns civil rights complaints to Civil Rights Investigator (CRI) for investigation.
CRI immediately mails complainant a Notice of Receipt of complaint, Complaint of Discriminatory Treatment (PA 607) and Authorized Representative forms. Forms are due back in 10 calendar days.
Receives PA-607 with consent to investigate
YES
CRI reviews complaint and begins investigation process.
Complainant requests a withdrawal after initiating investigation
YES
Complainant completes PA 607-4 (Withdrawal of Complaint of Discriminatory Treatment)
CRI addresses any issues related to civil rights without sharing the complainant identity
Upon receipt of the PA 607-4, CRI submits closure letter to CRUM
CRUM submits closure letter to Civil Rights Coordinator (CRC) for approval
CRI mails closure letter to complainant due to withdrawal and to CDSS for approval.
NO
CRI mails reminder with appeals information to complainant notifying them that they have 5 working days to return the form or the case will be closed.
Receives PA 607 with consent to investigate the case
NO
CRI submits closure letter to CRUM for review
CRUM submits closure letter to CRC for approval.
Once approved, CRI mails to CDSS.
NO
CRI completes investigation within 60 calendar days of receipt of complaint and submits investigation report to CRUM for review
CRUM submits investigation report to CRC for approval.
CRI notifies complainant and appropriate managers regarding the findings. CRI also notifies Human Resources Division for positive findings.
CDSS approves
NO
Provides additional information to CDSS, as requested
YES
Upon receipt of CDSS approval, CRUM closes the investigation case in the database
CRC approves closing of the investigation in database

CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

_____

_____

_____

Contract Manager: _____

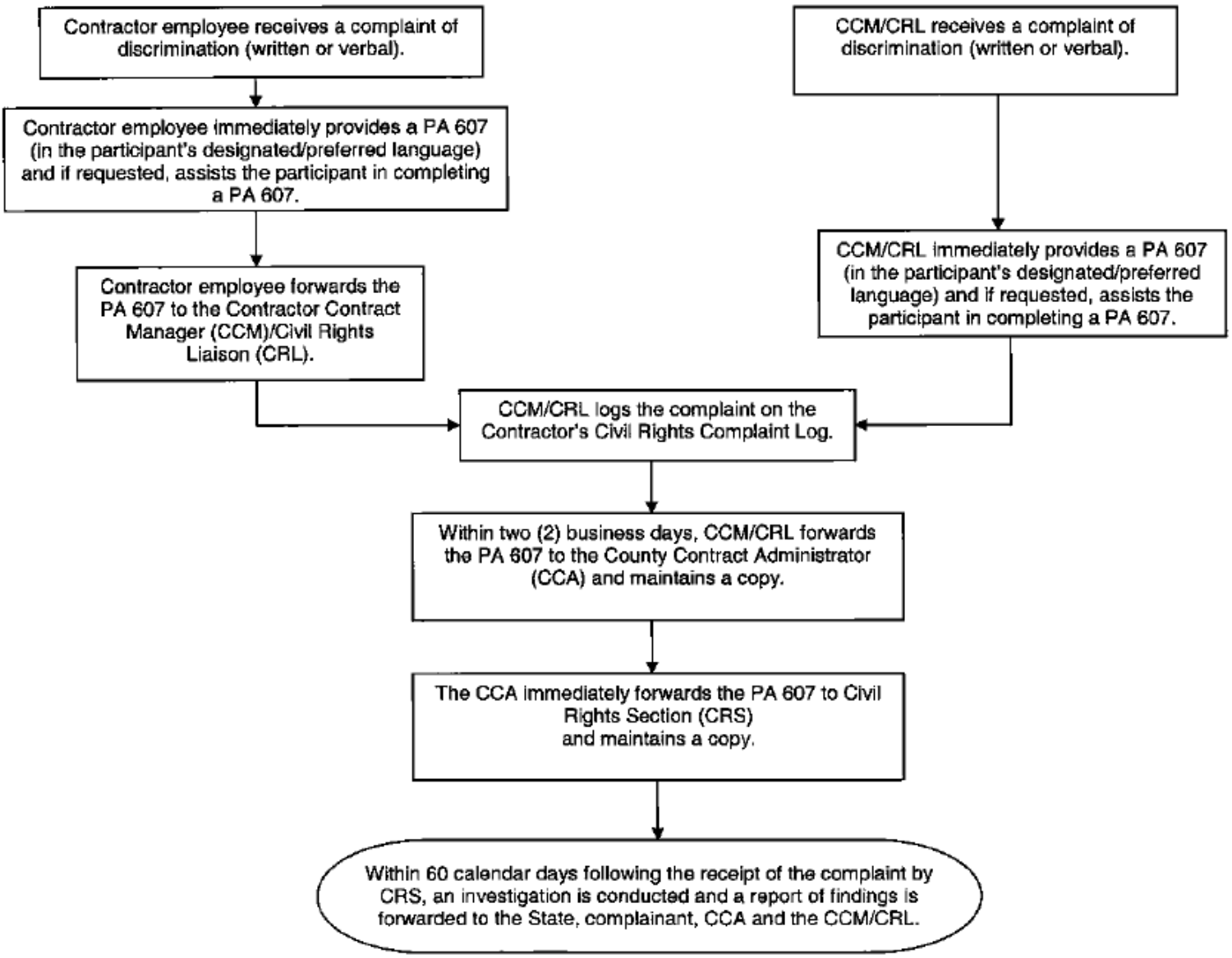
Phone Number: _____

Number of Staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART
CONTRACTOR PROCESS



Community College CalWORKs Program Participant Survey

COLLEGE: _____ Date: _____

Name/Case # (optional): _____

We want to hear about your experiences with your college's CalWORKs office. Your response to this survey will help us identify possible areas of improvement. Thank you for your participation.

1. How useful are the services provided by your college's CalWORKs office to you?
   - o Useful
   - o Some Impact
   - o Not Useful

2. Please indicate the level of agreement with the following statements:

The College CalWORKSs office…	Strongly Agree	Agree	Disagree	Strongly Disagree	Not able to Evaluate
Scheduled your very first appointment within 2 weeks or less.	○	○	○	○	○
Completes your Monthly Attendance or Progress Report timely.	○	○	○	○	○
Reviews your book/supply request form timely.	○	○	○	○	○
Maintains on-going contact to see if you need additional assistance or resources.	○	○	○	○	○
Staff is courteous.	○	○	○	○	○
Staff is helpful.	○	○	○	○	○
Provides you with adequate support and resources to help you complete your educational program.	○	○	○	○	○

3. From 1 to 5 (1 being the most important to you and 5 the least important to you) rank the most important service that your college's CalWORKs provides.
   [ ] Timeliness of getting GAIN forms completed and available for pick-up.
   [ ] College's CalWORKs staff following up to learn if additional assistance or resources are needed.
   [ ] Availability of college's CalWORKs staff to assist you in resolving issues.
   [ ] Availability of appointments.
   [ ] Other: _____

4. Are there any other services that could be provided by the College to help you successfully complete your educational program? If yes, please describe them.
   _____
   _____
   _____
   _____

COMMUNITY COLLEGE CalWORKs PROGRAM LANGUAGE ACCESS SERVICES MONTHLY PHONE LOG

College Name: _____ Report Month:_____

Staff Member Name/ Phone Number	Name of LEP Participant/ Case Number	Date of Call	Language Determination	Comments
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			

Filing: Original kept centrally in Contractor's office

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746

Tel (562) 908-8400 • Fax (562) 908-0459

CONSENT AND RELEASE AGREEMENT

I, _____, agree to the following:

1. I know that provisions of law, including the Welfare & Institutions Code, protect applicants and recipients of public assistance from identification release of confidential welfare information.

2. I have been told that the media wants to interview and photograph persons on public assistance, including those potentially affected by the new welfare reform laws, and I understand that I am not required to provide an interview or release any information to the media.

3. I understand that if I sign this agreement, the County may publish, videotape, and release my identity, picture and other confidential welfare information provided by me about me or my family to the public.

4. I voluntarily consent and authorize the County of Los Angeles, its agents and employees to release my identity and any other confidential information provided by me for the purposes stated herein. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.

5. I agree to release the County of Los Angeles, its agents, and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from giving confidential information provided by me and about me to the media with my consent.

6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.

_____

Signature Date

_____

Name (print)

_____

Address

_____

Parent/Guardian/Witness Signature Date

_____

Name (print)

POST-TIME LIMIT SERVICES REQUEST/WAIVER

Participant Name _____ Case Number _____ PID _____

GSW Name _____ File Number _____ Phone # _____

I was told that my share of my families CalWORKs cash aid was/will terminate on _____ due to time limits.

My GAIN Services Worker:

- Has offered me Post-Time Limit Services.
- Explained to me the benefits of Post-Time Limit Services.
- Has told me that if I am now getting child care, transportation and/or money for other costs (books, supplies, work-related items):
  - ✓ I can continue to get these services if I choose to go into the Post-Time Limit Services Program.
  - ✓ I do not have to choose to go into the Post-Time Limit Services Program to get child care, as long as I meet the Child Care Program conditions, such as I work; and
  - ✓ My child care services may be limited by Child Care regulations.
  - ✓ I may have to go into a new activity called Job Intern (Community Service) to get help from GAIN.

Check a box for each service that you need:

Services Requested

- ❑ Child Care
- ❑ Housing Relocation
- ❑ Job Readiness
- ❑ Job Intern
- ❑ Transportation
- ❑ Continue in Active Component
- ❑ Child Support
- ❑ Homeless Prevention
- ❑ Disabled Adults/Adults with Limitations
- ❑ Learning Disability Screening
- ❑ Other Services _____ (Specify)

Referrals for Specialized Supportive Services

- ❑ Clinical Assessment
- ❑ Substance Abuse
- ❑ Mental Health Counseling
- ❑ Domestic Violence Services

- ❑ Yes, I want to go into the Post-Time Limit Services Program.
- ❑ No, I do not want to go into the Post-Time Limit Services Program.

Participant Signature _____ Date _____

GAIN Services Worker Signature _____ Date _____

Filing: Permanent
Original: Participant
Copy: GPRF

GN 105 (5/06)

GN 6005A - VERIFICATION OF WELFARE-TO-WORK PARTICIPATION HOURS

SECTION 1: TO BE COMPLETED BY THE GSW

GAIN REGIONAL OFFICE	ADDRESS	GSW NAME	Worker ID NO.
		TELEPHONE NO. ( )	FAX NO. ( )
PARTICIPANT NAME	TELEPHONE NO. ( )	CASE #	
STREET ADDRESS	CITY		ZIP CODE
WELFARE-TO-WORK ACTIVITY:			

RETURN THIS COMPLETED FORM TO THE GAIN REGIONAL OFFICE LISTED ABOVE BY: _____

SECTION 2: TO BE COMPLETED BY THE PARTICIPANT

If you enrolled in a potential Self-Initiated Program, attach a printout of your current class schedule **and** a current list of all the classes (pre-requisite, major, general education, and electives) that are required to transfer and/or obtain a degree/certificate in your enrolled program. This list could be any one of the following:

- Catalogue page for the course program/major and general education requirements (and transferable requirements, if applicable);
- Student Education Plan;
- Letter on the school's letterhead and signed by the school official who authored the letter listing all the required classes.

I authorize my agency/school provider to release the following information to the County of Los Angeles, Department of Public Social Services/ R&R/APP agency and declare under penalty of perjury that the information contained on this page is true and correct to the best of my knowledge.

PARTICIPANT SIGNATURE	DATE

SECTION 3: TO BE COMPLETED BY THE AGENCY/SCHOOL PROVIDER

NAME OF AGENCY/SCHOOL WHERE THE EDUCATION/TRAINING /WTW ACTIVITY IS BEING COMPLETED		TELEPHONE NO. ( )
STREET ADDRESS	CITY	ZIP CODE
PRINT NAME OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE COMPLETING THIS FORM	TITLE	TELEPHONE NO. ( )

SECTION 3A: COMPLETE FOR ACTIVITY OTHER THAN A SIP

WTW ACTIVITY ATTENDING	DATE WTW ACTIVITY BEGAN	DATE WTW ACTIVITY ENDS

Is the participant making satisfactory progress in the program? (MH/SUD providers DO NOT answer) ☐ Yes ☐ No

☐ Check here if the participant is on a variable schedule. Please note that for families on a variable schedule, additional information may be required on a monthly basis. Please attach schedule.

☐ Check here if the participant is on a set schedule. Please attach class/activity schedule indicating the exact in and out hours.

SECTION 3B: COMPLETE IF THE ACTIVITY IS FOR A SIP (NOTE: SIP DETERMINATION IS MADE BY GAIN ONLY)

NAME OF PROGRAM/ MAJOR (at CURRENT INSTITUTION)	DATE ENROLLED IN PROGRAM/ MAJOR	CURRENT CLASS START DATE	EXPECTED COMPLETION/TRANSFER DATE
EXPECTED TO TRANSFER ☐ Yes ☐ No	EXPECTED COMPLETION DATE OF PROGRAM (AFTER TRANSFER)		ULTIMATE DEGREE MAJOR

A. Is the participant enrolled in a Degree, Certificate, or Training program *or* a post-baccalaureate California teaching credential major at this facility? ☐ Yes ☐ No

B. Is the participant making satisfactory progress in the program? ☐ Yes ☐ No

C. Is the program likely to lead to employment? ☐ Yes ☐ No

SIGNATURE OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE _____ DATE _____ AGENCY/SCHOOL OFFICIAL STAMP

GN 6005A (WtW Verification) Rev. (8/2017)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER REFERRAL

GAIN REGIONAL OFFICE
PARTICIPANT NAME
CASE NUMBER/PID/AID DATE:

DEAR

YOU HAVE AN APPOINTMENT ON _____ AT _____ TO:

( ) ENROLL IN _____

( ) BEGIN JOB SERVICES

( ) BEGIN YOUR VOCATIONAL ASSESSMENT

( ) CONTINUE YOUR PREVIOUS VOCATIONAL ASSESSMENT

( ) COMPLETE YOUR POST-EMPLOYMENT CAREER ASSESSMENT

( ) BEGIN YOUR THIRD PARTY ASSESSMENT

( ) BEGIN YOUR VOCATIONAL REASSESSMENT

YOUR APPOINTMENT IS WITH:

LOCATED AT:

TAKE THIS FORM WITH YOU TO INTRODUCE AND PROVIDE INFORMATION ABOUT YOURSELF. ALSO, IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE TAKE IT WITH YOU.

IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU CAN'T KEEP THE APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	FILE NO:	TELEPHONE NO:

INFORMATION FOR THE SERVICE PROVIDER

- **SECTION A**, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT.
- **SECTION B** OR **SECTION C**, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORKDAYS OF ENROLLING IN YOUR PROGRAM
- IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICES WORKER AT THE NUMBER LISTED ABOVE. THANK YOU FOR YOUR ASSISTANCE.

GN 6006 (12/2012)

SECTION A – COMPLETED BY GSW	GAIN REGIONAL OFFICE:	GSW:

PARTICIPANT NAME: CALWORKS CASE NUMBER:_____

RESIDENCE ADDRESS:

MAILING ADDRESS:

TELEPHONE: BIRTHDATE: SEX: (__) M (__) F

PRIMARY LANGUAGE:

LEGAL RIGHT TO WORK IN U.S.: (__)YES (__)NO CITIZEN: (__)YES (__)NO

CALWORKS MONTHS USED : _____ MONTHS PARTICIPATION LIMITED
HIGH SCHOLL DIPLOMA/GED: ___ TO 20 HOURS PER WEEK (__)

REFERRED TO SPECIALIZED SUPPORTIVE SERVICES (Y/N): ___ POOR WORK HISTORY (__)

ADDITIONAL COMMENTS:

I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.

GSW SIGNATURE:	DATE:	TELEPHONE:

I AUTHORIZE THE EXCHANGE OF PERTINENT GAIN/CALWORKS INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND/OR AUDITING PURPOSES.

_____
GAIN PARTICIPANT SIGNATURE

SECTION B – COMPLETED BY EDUCATION/TRAINING PROVIDER

NAME OF SCHOOL/FACILITY:	SCHOOL/FACILITY ADDRESS:

(___) NOT ACCEPTED BECAUSE: _____

NAME OF PROGRAM: _____ DATE ENROLLED/REGISTERED: _____
START DATE: _____ EXPECTED COMPLETION DATE: _____ HRS. PER WEEK: _____

SCHEDULE: CLASS HOURS (SHOW A.M. OR P.M.)

SUBJECT	UNITS	MON	TUE	WED	THU	FRI	SAT

PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY:
(___) CHILD CARE: SOURCE/AMT: _____
(___) TRANSPORTATION: SOURCE/AMT: _____
(___) ANCILLARY EXPENSES (BOOKS, TOOLS, FEES, ETC.): SOURCE/AMT: _____

PERSON COMPLETING THIS FORM: _____ DATE: _____
POSITION: _____ TELEPHONE: _____

SECTION C – COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR

(___) COE/JS OFFICE: _____ OR VOCATIONAL ASSESSOR: _____
START DATE: _____ EXPECTED COMPLETION DATE: _____

PERSON COMPLETING THIS FORM: _____ DATE: _____
POSITION: _____ TELEPHONE: _____

GN 60061 (12/2012)

County of Los Angeles | Department of Public Social Services

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

DATE:

TO:	GAIN Services Worker:	Worker ID Number:	GAIN Regional Office/CalWORKs District Office:
	Address:		
FROM:	Service Provider Name:	Contact Person:	Service Provider ID Number:
	Address:		
	Email:		Telephone Number:

PARTICIPANT INFORMATION	
Participant Name:	Case Number:
Address:	GAIN Activity:

SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION

☐ Enrollment date rescheduled to _____

☐ Activity start date rescheduled to _____

☐ Enrollment not completed. Explain: _____

Rescheduled to _____

☐ Other enrollment/start date information _____

SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE

Education Service Providers

☐ New schedule attached

☐ No longer enrolled as of _____ (date) Reason for exit/drop: _____

☐ Dropped below reported units and/hours. New units/hours: _____

SECTION C - ASSESSMENT INFORMATION

☐ Assessment appointment date rescheduled to _____

☐ Assessment not completed. Explain: _____

Rescheduled to _____

GN 6007 (12/16) PAGE 1 OF 2

SECTION D - EMPLOYMENT INFORMATION

☐ Participant obtained employment during the GAIN activity/course.

☐ Participant obtained employment following the completion of the GAIN activity/course.

☐ Participant refused job offer.
Employer Name:_____

Address:_____

Start Date:_____Salary: $_____Hours Per Week: _____

☐ SDI ☐ FICA ☐ Health Insurance: $_____/mo. ☐ Union Dues: $_____/mo.

☐ Retirement: $_____/mo. ☐ Other:_____
(specify type/amount)

SECTION E - COMPLETION/PROGRESS/ATTENDANCE INFORMAT

☐ Participant successfully completed GAIN activity/course/services on _____

☐ Activity/course/service completion date should be extended to _____
Explain: _____

☐ Participant not meeting attendance standards. Specify: _____
_____

☐ Participant not satisfactorily progressing in activity/course/services. Explain: _____
_____

☐ Recommend other GAIN activity/course/service. Explain: _____
_____

SECTION F - SUPPORTIVE SERVICES NEEDS

Participant needs assistance with:

☐ Child Care ☐ Transportation

☐ Personal Counseling. Explain: _____

☐ Work Related/Ancillary Expenses. Explain: _____

SECTION G - OTHER INFORMATION

Participant now has available funding source from:

☐ ADA ☐ JTPA ☐ PELL Grant ☐ Other (specify)_____

☐ Other Information_____

Print Name of Service Provider:	Signature:	Title:

GN 6007 (12/16)

PAGE 2 OF 2

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER CANCELLATION/STOP NOTICE

ADDRESS REPLY TO:	
GAIN REGIONAL OFFICE	
PARTICIPANT NAME:	CASE NUMBER:
SOCIAL SECURITY NUMBER:	DATE:
CHILD NAME:	

DEAR SERVICE PROVIDER:

EFFECTIVE , THE ABOVE-NAMED GAIN PARTICIPANT IS NO LONGER ELIGIBLE TO RECEIVE THE FOLLOWING GAIN ACTIVITY/SUPPORTIVE SERVICE WHICH YOU HAVE BEEN PROVIDING TO HIM/HER. PLEASE STOP YOUR PROVISION OF

THE REASON FOR THIS REQUEST FOR CANCELLATION OF SERVICES TO THE PARTICIPANT IS DUE TO HIS/HER:

IF YOU ARE CONTINUING TO RECEIVE CHILD CARE PAYMENTS FOR THE CHILD(REN) OF THIS PARTICIPANT, PLEASE DISREGARD THIS NOTICE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE OR YOUR CHILD CARE PAYMENT, PLEASE CONTACT:

AT

_____ _____

GAIN CASE MANAGER TELEPHONE NUMBER

GN 6011

County of Los Angeles

Department of Public Social Services

GAIN VOCATIONAL/CAREER ASSESSMENT DISPOSITION

IDENTIFICATION INFORMATION

To:	From:
GSW:	Contact:
File No: Telephone:	Prov. ID: Telephone:

CASE INFORMATION

Participant Name: Case Number:

Date Participant was Last Seen by this Assessor:

ASSESSMENT DISPOSITION

		Payment Type
A. COMPLETED ASSESSMENT (Attach Employment Plan)		
☐ Full Assessment	Completion of entire assessment process, completion of WtW/career plan, and completion of barriers screening.	FULL
☐ Second Half Assessment	Completion of second half of the assessment process, completion of WtW/career plan, and completion of barriers screening.	PARTIAL
☐ Reassessment	Completion of a review of the initial WtW plan, any additional testing required, and completion of a new WtW plan. Also completion of barriers screening if required.	PARTIAL
☐ Third-Party Referral Needed	Completion of the assessment process except for signing of the employment plan due to a disagreement between the participant and the assessor.	FULL
B. PARTIAL ASSESSMENT (Attach Partial Assessment Form)		
☐ Partial Assessment (Partial Payment)	Referred for initial assessment but only partial completed the assessment process (information gathering and testing).	PARTIAL
C. THIRD-PARTY ASSESSMENT (Attach Third-Party Assessment Resolution Form)		
☐ Third-Party Assessment Resolved	Completion of the assessment process by resolving disagreement between original assessor and participant. Participant agrees to sign WtW plan.	PARTIAL

SIGNATURE AND DATE

Assessor's Signature: Date:

GN6013 Rev. 9/98

GAIN VOCATIONAL ASSESSMENT SUMMARY AND EMPLOYMENT PLAN

PARTICIPANT INFORMATION

Participant Name: Case Number/PID:

Remaining Time on CalWORKs (In Months) _____, as of: _____.

EMPLOYMENT GOAL 1 (Note: The participant has the option to pursue either employment goal 1 or 2.)

Occupational Title: _____ OES: _____ Demand Occ. ☐

Post-Assessment Activities Wage Range: From _____ To _____ Per Hour

Type of Activity	Concurrent	Duration
1. _____	☐	_____
2. _____	☐	_____
3. _____	☐	_____
4. _____	☐	_____
5. _____	☐	_____

Educational Services
_____
_____
_____
_____

Specific Objectives (Recommended steps to attain employment goal 1)

- _____
- _____
- _____
- _____
- _____

EMPLOYMENT GOAL 2 (Note: The participant has the option to pursue either employment goal 1 or 2.)

Occupational Title: _____ OES: _____ Demand Occ.: ☐

Post-Assessment Activities Wage Range: From _____ To _____ Per Hour

Type of Activity	Concurrent	Duration
1. _____	☐	_____
2. _____	☐	_____
3. _____	☐	_____
4. _____	☐	_____
5. _____	☐	_____

Educational Services
_____
_____
_____
_____

Specific Objectives (Recommended steps to attain employment goal 2)

- _____
- _____
- _____
- _____
- _____

GN 6014

GAIN VOCATIONAL ASSESSMENT SUMMARY AND EMPLOYMENT PLAN

PARTICIPANT INFORMATION

Participant Name: Case Number/PID:

TEST RESULTS/COMMENTS

A. Language used in the Assessment per participant request: _____ **Interpreter utilized: YES ☐ NO ☐**

B. Education and Training History:

C. Previous Work History:

D. Reading and Mathematics Test Results:

E. Other Test Results

F. Supportive Services Recommended:

G. Others (Assessor's Notes):

SIGNATURES/INFORMED CHOICE: I have received a copy of my vocational assessment results and the recommended employment plan. My vocational assessor has explained to me and reviewed the following: 1) the contents of my employment plan, and 2) the availability of jobs (labor market) for my chosen employment goals. My signature below signifies that I understand I am now expected to follow through with the employment goal, follow the recommended activities of my Employment Plan and accept any offer of unsubsidized employment.

THIRD-PARTY ASSESSMENT OPTION: If you disagree with any part of this employment plan, do not sign this plan. If you disagree with this plan, you have the right to have this plan reviewed by a third-party assessor. If you choose to have this plan reviewed by a third-party assessor, the recommendations of the third-party assessor will be final and you will be expected to follow through with the recommendation of the third-party assessor. If you disagree with the recommendations of the third-party assessor, you have the right to a fair hearing to resolve your dispute.

Participant's Signature: _____ Date Signed: _____

Assessor's Signature: _____ Date Signed: _____

Supervisor's Signature: _____ Date Signed: _____
(if required)

GN 6014

GAIN VOCATIONAL ASSESSMENT SUMMARY AND EMPLOYMENT PLAN

PARTICIPANT INFORMATION

Participant Name: Case Number/PID:

RELEASE OF INFORMATION

To the Participant: The information contained on this page is confidential and is provided to the County of Los Angeles or its contracted case management agencies for its use in developing or changing your Welfare-to-Work plan. It may also be provided to a third-party assessment agency to resolve a dispute regarding this plan. It is understood that these parties will not disclose this information to any other party without your written consent.

SPECIAL NEEDS/CONFIDENTIAL INFORMATION

A. Specialized Supportive Services:

B. Legal Barriers Disclosure:

C. Learning Disability Screening Recommended: YES ☐ NO ☐

D. Other Sensitive Information:

Confidentiality Notice: The information contained on this page is the property of the County of Los Angeles and may be protected by County, State and Federal laws governing disclosure of private information. It is intended solely for the use of the County of Los Angeles and its designees. Please do not distribute this page of the Employment Plan without permission. If you are not the intended recipient of this document, you are hereby notified that reading, copying or distributing this page is STRICTLY PROHIBITED. The sender has not waived any applicable privilege by disclosing this page to you. If you have received this page in error, please notify the sender immediately that you are in possession of this page and either return this page and all copies to the sender or shred this page and all copies immediately as instructed by the sender. Thank you.

GN 6014

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

PROGRESS REPORT - EDUCATION/TRAINING/POST-EMPLOYMENT SERVICES/ WORK EXPERIENCE AND COMMUNITY SERVICES PROGRAM

Participant Name/Address:	GAIN Regional Office Address: Fax Number:	
	GSW Name:	Phone Number:
(Service Type & Activity Number Program Description)	GSW ID:	
Agency/School Name:	Case Number:	Date:
Report Period From: To:	Report Due:	

This progress report is a required document that needs to be completed and turned in timely. Failure to provide this form by the due date may affect your cash aid. If you have any questions, please contact your GAIN Services Worker.

Please forward this form to your agency or school's CalWORKs office for completion. Email, mail, fax or walk-in this completed form to your GAIN Services Worker by the due date indicated above.

SECTION A: TO BE COMPLETED BY YOUR AGENCY or SCHOOL

Making Satisfactory Progress in Overall Program: ☐ Yes ☐ No If no, explain:_____	Print Name of Agency/School Official Completing Form: Title of Agency/School Official Completing Form: Telephone Number: Email: Fax Number:	Official Agency/School Stamp:
Meeting Attendance Standard: ☐ Yes ☐ No	Signature of Agency/School Official Completing Form:	Date:

SECTION B: TO BE COMPLETED BY THE PARTICIPANT

- If your school does not have a CalWORKs Office available, attach your recent transcript or report card to this progress report and submit to your GAIN Services Worker by the due date indicated above.
- If your service provider is unable to complete this form and you do not have your recent transcripts or report card, call your GAIN Services Worker to make an appointment to complete an affidavit of temporary declaration.

I understand that any deliberate misrepresentation of the above information may result in a penalty which can reduce the amount of my aid or cause me to become ineligible for cash aid. I also authorize the release of the above information to the County of Los Angeles, Department of Public Social Services by the service provider.

Participant Signature:	Telephone Number:	Date:

GN 6070 (05/13) File: GPRF: Permanent

COUNTY OF LOS ANGELES
Monthly Attendance Report Form

DEPARTMENT OF PUBLIC SOCIAL SERVICES
Report for the Month of_____20___

Participant Address

GAIN/REP Office Address	
Participant Name:	
Case Number:	Date:

In order to make sure that we provide you with transportation and other services, we need you to record your monthly attendance in each of your Welfare-to-Work Activities. In the boxes below, tell us about your Welfare-to -Work Activities listed below for the month of _____Year _____. Please give this form to your service provider listed so they can verify your hours. Return this form to your GAIN Services Worker/REP Case Manager (GSW/RCM).on or before_____. Failure to provide this form by the due date may affect your eligibility to receive transportation and other services. If you have any questions, please contact your GSW/RCM.

GSW/RCM Name:	File Number:	GSW/RCM Phone: Fax:

Please record hours of attendance and excused absences. If absent please write reason for absence and attach verification.

Activity: Scheduled Hours:

Provider #1:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only

Provider #1 Stamp:

Contact Name:_____Title: _____

Phone: _____ Signature _____ Date:_____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services
☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

One Stamp per Provider

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend	*County use only: Number of hours GSW validates and lists source*

Activity: Scheduled Hours:

Provider #2:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only

Provider #2 Stamp:

Contact Name:_____Title: _____

Phone: _____ Signature _____ Date:_____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services
☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

One Stamp per Provider

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend	*County use only: Number of hours GSW validates and lists source*

I hereby certify the information listed above is true and correct. In addition, I authorize the release of information to DPSS/State/Federal agencies for purposes of auditing, monitoring and verifying information.

Participant Signature:_____ **Date:**_____

GN6365(07/14)Revised

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION

Example and Instructions

Activity: Vocational Training (Clerical Program) **Scheduled Hours: 30**

Provider: Valley College

A

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours	H	6			6	6		6	6			6	6	6	6	8
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours			H	6	6	6	8			8	6	6	6	6		122

* Colleges verify enrollment only

B

Contact Name: Jane Doe **Title:** CalWORKs Coordinator

Phone: (888) 891-8923 **Signature:** *Jane Doe* **Date:** 1/31/09

Provider Stamp:

One Stamp per Provider

E

C

☐ I still need ☐ transportation ☐ child care and/or ☐ other services
☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

Absence Reporting

D

Date(s)	Hour(s) absent	Reason(s) you did not Attend
1/7/09	6	Child was sick
1/1/09 & 1/19/09	12	School Holiday

INSTRUCTIONS - PARTICIPANT

Section A	**Reporting Hours**	Write the actual hours you attended your education/training activity each day in an **hour and minute format.** For example: Write **1:30** to indicate 1 hour and 30 minutes. *Do not write* 1.5 to indicate 1 hour and 30 minutes.
	Study Time	• Separate your study time from your class time. • If the study time is supervised, then attach verification of the supervised study time. • Makes copies of this form if you need additional space.
Section C	**Transportation/ Child Care**	Request any services you need.
Section D	**Reporting Absence(s)**	• Write down the date(s) and reason(s) you did not attend on a schedule date. • Attach written verification of absences. **Note: Verification can include a doctor statement, a provider statement or a personal note signed by you explaining the reason for the absence.** Types of excused absences: absences approved by your activity provider; Holidays observed by the school administrators/provider; Medical appointments for you or your children; Appointment with Eligibility or GAIN Services Workers; No child care or transportation problems; School appointments; Job interviews; Illness for you or your children; Family issues such as death in family, domestic violence, etc.
Verification of Information		Once you have completely filled in your hours of participation: 1. Sign and date the form. 2. Submit form to the CalWORKs Office in your school or training provider for signature.
What's next?		Once the provider completes Section B and E, if they did not fax the form to your GAIN Services Worker (GSW), return the completed form to your GSW by the due date indicated on the front of the form.

INSTRUCTIONS - PROVIDER

Section B and E	Please review form with participant and complete sections B and E. Once completed, the form may be faxed or returned to the participant. Only one stamp per provider is needed.

GN 6365 Back (7/14)

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

ATTENDING MULTIPLE SCHOOLS FORM

Participant Name/Address:	GAIN Regional Office Address:	
	GSW Name:	Worker ID:
	Phone Number:	Fax Number:
(Activity and Program Name)	Case Number:	Date:
Primary School/Institution Name:		

Turn in this completed form to your GAIN Services Worker by:_____

SECTION A: TO BE COMPLETED BY **THE PARTICIPANT**

I authorize my school/institution to release the following information to the County of Los Angeles, Department of Public Social Services.

Participant Signature:	Telephone Number:	Date:

Please give this form to your additional school or institution for completion.

SECTION B: TO BE COMPLETED BY **THE GSW**

Attach a copy of the GN 6014, GAIN Vocational Assessment Summary and Employment Plan for all Post-Assessment activities.

SECTION C: TO BE COMPLETED BY **THE ADDITIONAL SCHOOL or INSTITUTION**

You have been identified, by the above student, as his/her additional school/institution. In addition to taking courses in the assigned or approved school, the student is also taking a course(s) in your school that may satisfy the student's welfare-to-work requirements. Your assistance is needed in completing this form.

Name of Additional School/Institution: _____ Official School/Institution Stamp

Program/Course(s) : _____

Start Date: _____ (Month/Day/Year) Expected End Date: _____ (Month/Day/Year) Scheduled Hours per Week: _____

Please attach a copy of current class schedule

Print Name of School/Institution Official Completing Form:		Title of School/Institution Official Completing Form:
Telephone Number:		Email:
Fax Number:	Signature of School/Institution Official Completing Form:	Date:

GN 6390 (05/17) File: GPRF: Permanent

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

POST-EMPLOYMENT SERVICES LETTER

Participant Address

Date: _____
Participant Name: _____
Case Number: _____
GAIN/REP Worker: _____
GSW/REP File/ID Number: _____
Worker Phone Number: _____
Address: _____
_____
_____

Dear_____,

Congratulations on your new job!!!

As a GAIN/REP participant who is employed, you are eligible to receive continued case management through Post-Employment Services under the GAIN/REP program. Please place a check mark by the type of service(s) you would like to receive.

- ❑ Transportation payments for your job and education/training or Substance Use Disorder/Mental Health/Domestic Violence also known as Specialized Supportive Services activity
- ❑ Work-Related/Ancillary expenses for your job and education/training or Specialized Supportive Services activity, including but not limited to one-time clothing allowance, books and supplies
- ❑ Specialized Supportive Services to help you keep your job
- ❑ Child Care Services to cover child care costs while you work, attend school/training or participate in a Specialized Supportive Services activity
- ❑ Job Retention Services so that you can keep your job longer
- ❑ Earned Income Tax Credit Counseling
- ❑ Career Assessment to evaluate your employable skills
- ❑ Job Skills Training to enhance your earning potential toward independence
- ❑ Education development to enhance your career opportunities
- ❑ Work Experience to make you more employable
- ❑ One-on-one mentoring
- ❑ **ALL SERVICES DECLINED / NO SERVICES REQUESTED AT THIS TIME**

Please continue to provide verification of your employment (paystubs or Monthly Earnings Report) as scheduled, to continue receiving the services selected above.

If you are no longer employed, you must contact your GAIN Services Worker/REP Case Manager immediately to avoid being overpaid for child care, work-related/ancillary and/or tran
sportation services.

GN 6010.9B (7/16)

LRS EMPLOYEE INFORMATION SHEET

Current Date

USER INFORMATION

DPSS Employee ID	NON-DPSS/CONTRACTOR ID

Classification Title	Worker ID	Requested Action	Change Reason	Effective Date
		Select	Select	

Last Name	First Name	MI	Suffix

Office Name	Assign Program	Department	Office	Unit
Select	Select	Select		

NON DPSS-CONTRACTED STAFF

Agency Name- Group A	Agency Name - Group B
Select	Select

Agency Name	Agency Location

I understand and agree that any or all uses or access of the LRS System, authorized or unauthorized, constitutes consent of its usage and data to be monitored, interrupted, recorded, read, copied or captured and disclosed in any manner for any lawful or authorized purpose, including in a disciplinary or civil action and criminal prosecution.

Signature	Date	Phone	E-mail

DPSS-SECURITY ASSIGNMENT

(DPSS) LINE STAFF	(DPSS) CO-LOCATED AND CONTRACTED STAFF
Select	Select
(DPSS) NON-LINE STAFF	**(DPSS) CONFIDENTIALITY STAFF - USE ONLY**
Select	Select

NON DPSS-SECURITY ASSIGNMENT

NON-DPSS DEPARTMENTS-STAFF	NON-DPSS CONTRACTED STAFF
Select	Select

Addition Information/Duties	

Supervisor Signature	Last Name	First Name	Title	
	Signature	Date	Phone	
Section Heads Signature	Last Name	First Name	Title	
	Signature	Date	Phone	

Reset Form **Print Form**

Help Desk/Centralized Security USE ONLY

Status		Denial Reason	
Help Desk/Central Security Personnel		Date	Signature

LRS EIS Rev 3.1 (3/24/2016) rc Original-DPSS Help Desk/Centralized Personnel Officer Copy-Employee Copy-Office Personnel Folder

DEPARTMENT OF PUBLIC SOCIAL SERVICES

LEADER Replacement System User Security and Confidentiality Agreement

This Agreement applies to all employees, contractors, subcontractors, volunteers, and other authorized users of the Los Angeles County (County) Department of Public Social Services (DPSS) LEADER Replacement System (LRS)*, whether permanent, temporary, part-time, or in any other status. Only authorized users are permitted to use the LRS. This comprises the entire Agreement between the user and DPSS and supersedes any prior agreements pertaining to the subject matter herein.

As an authorized user of the LRS, I agree to the following:

1. The LRS is the property of the County. I will use the LRS for only those specific County and Department approved business purposes for which I am authorized and in accordance with my Department's policies, standards, and procedures. Personal, non-County business, and/or unauthorized use or access of the LRS or LRS information is forbidden.

2. I will have access to confidential public social services applicant and participant information for which there is an expectation of privacy. I shall protect, secure, and keep confidential all such information in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies, and procedures relating to confidentiality and information security, as well as County and Department guidelines, directives, policies, and procedures relating to same. I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. I agree to forward all requests for the disclosure or release of any LRS information or data received by me to my immediate supervisor or manager.

3. I will not subvert or bypass any security measures which have been implemented in order to control or restrict access to the LRS nor will I attempt to use the LRS in order to gain unauthorized access to any other computer systems or networks.

4. I am responsible for maintaining the secrecy of my LRS account and password, and I am fully responsible for all activities that occur with my account and password. I will not permit others to use my account or password in order to access the LRS. I shall not keep or maintain any unsecured record of my password, whether on paper, in an electronic file, or otherwise. I will immediately notify my immediate supervisor, manager, or Local Security Officer (LSO)** of any unauthorized use of my account or password, and will change my password immediately.

5. I will not leave my workstation unattended while in active logon status to the LRS. When I leave my LRS workstation, I will either lock the workstation or logoff from the LRS.

6. I shall notify the County Department's Help Desk upon the discovery of an actual or suspected security breach of the LRS.

7. I am responsible for the data I enter into the LRS. Only data that I believe to be correct may be entered into the LRS. I must notify my immediate supervisor, and if necessary, my chain of command, if I am ever requested to knowingly enter incorrect data.

8. It is illegal for me to knowingly access the LRS to add, delete, alter, damage, destroy, copy or otherwise use the LRS or LRS data in order to defraud, deceive, extort, or control data for wrongful personal gain or any other unlawful purpose.

9. I am not permitted to access, copy, or disclose any software, code, data, information, or related documentation from the LRS to any individual or organization without specific written DPSS management authorization.

10. My activities related to access and use of the LRS may be monitored or investigated by authorized persons at any time for any lawful or authorized purpose, including in a disciplinary or civil action and criminal prosecution, without notice or consent.

I recognize that my failure to abide by this Agreement and fulfill my security and confidentiality responsibilities could result in the abuse of County and LRS information resources and data, and that the County may hold me responsible for such abuse. Wrongful access, inspection, use or disclosure of confidential LRS information for personal gain, curiosity, or any non-business related reason is a crime under State and federal laws, including, but not limited to, the provisions of California Penal Code Section 502(c).

I further understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that the County may seek all possible legal redress.

**The LEADER Replacement System is the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting Replacement System, which is a system that is managed by DPSS and is used to determine eligibility for certain County administered programs.*

**The Local Security Officer (LSO) is the person responsible for the administration of security policies at the local office level as well as the security maintenance of the local site's user accounts.*

I HAVE READ THIS AGREEMENT AND HAVE TAKEN DUE TIME TO CONSIDER IT PRIOR TO SIGNING. I UNDERSTAND THIS ENTIRE LEADER REPLACEMENT SYSTEM USER SECURITY AND CONFIDENTIALITY AGREEMENT AND AGREE TO ABIDE BY ALL OF ITS PROVISIONS:

Employee/Contractor Name (Print)	Signature	Date
County Employee Number	Contractor Identification Number	
Witness (Immediate Supervisor) (Print)	Signature	Date
Manager/Office Head (Print)	Signature	Date

REFERENCES

- Board of Supervisors Policy #6.100, Information Technology and Security Policy
- Board of Supervisors Policy #6.101, Use of County Information Technology Resources
- Board of Supervisors Policy #6.101a, County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources
- Board of Supervisors Policy #6.102, Countywide Antivirus Security Policy
- Board of Supervisors Policy #6.109, Security Incident Reporting
- Board of Supervisors Policy #6.110, Protection of Information on Portable Computing Devices
- California Penal Code 502(c)
- California Welfare and Institutions Code 827
- California Welfare and Institutions Code 10850

Distribution:
Original to Central Personnel Folder
One copy to Office Personnel Folder
One copy to Employee/User

06.08.2015

CONTRACTOR'S BUDGET

COMMUNITY COLLEGE CALWORKS PROGRAM - LINE ITEM BUDGET

PROJECT NAME: **Cerritos College**

CONTRACTOR:
CONTRACT PERIOD: **July 1, 2018-June 30, 2019**
FISCAL YEAR:

CONTACT PERSON: **Norma C. Rodriguez**
TELEPHONE NUMBER: **562-860-2451 Ext. 2369**

ADMINISTRATIVE COSTS:

			Cost
Salaries and Benefits for Administrative Staff:			
Salaries (from Personnel Schedule)	(a)	$	71,538.58
Fringe Benefits (from Personnel Schedule)	(b)	$	37,349.87
Personnel Subtotal (line a+b)	(c)	**$**	**108,888.45**

ADMINISTRATIVE OPERATING COSTS	**Monthly Cost**		**Cost**
Office and Other Supplies	-	$	-
Mileage	-		-
Telephone	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Accounting Services	-		-
Operating Costs - Subtotal	- (d)	**$**	**-**

	Percentage		**Cost**
INDIRECT COSTS (List approved %)			
Indirect Cost - Subtotal	4.00% (e)	**$**	**2,861.54**
Total Administrative Cost (The sum of line c,d,e). (f)			**$ 111,750.00**

DIRECT SERVICES COSTS:

			Cost
Salaries and Benefits for Staff Providing Direct Services:			
Salaries (from Personnel Schedule)	(g)	$	-
Fringe Benefits (from Personnel Schedule)	(h)		0
Personnel Subtotal (line g+h)	(i)	**$**	**-**

DIRECT SERVICES OPERATING COSTS	**Monthly Cost**		**Cost**
Instructional Materials	-	$	-
Instructional Supplies	-		-
Office and Other Supplies	-		-
Support Cost of Office Class/Job Fairs	-		-
Non-Capitalized Equipment	-		-
Mileage	-		-
Travel and Conferences	-		-
Reprographics	-		-
Telephone	-		-
Bulk Metered Postage	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Operating Costs - Subtotal	- (j)	**$**	**-**

Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1			
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal	(k)		-
Total Direct Services Costs (line i,j,k)	(l)		**$ -**

Total Contract Cost (line f+l) (m) **$ 111,750**

Note:
(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

CONTRACTOR: Cerritos College
CONTRACT PERIOD: July 1, 2018-June 30, 2019
FISCAL YEAR: 2018-19

CONTACT PERSON: Norma C. Rodriguez
TELEPHONE NUMBER: 562-860-2451 Ext. 2358

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION		NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Program Facilitator - Blanca Gamez	Classified	1 month	1	5,052	100.0%	5,052.00	5,052.00
Program Facilitator - Blanca Gamez	Classified	11 months	1	5,292	100.0%	5,292.00	58,212.00
Job Placement Technician - Zomaira	Classified	1 months	1	3,913	16.89%	660.91	660.91
Job Placement Technician - Zomaira	Classified	11 months	1	4,098	16.89%	692.15	7,613.67
						-	
					Total Salaries:	**$ 11,697.06**	**$ 71,538.58**

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classification - CalWORKs Program Facilitator	Classification - Job Placement Technician				(5)	TOTAL	
Health Plan (3)	$ 16,839.99	$ 8,448.60	$ -	$ -	$ -		$ 25,288.59	5%
Dental Plan (included in Health Plan)								
Retirement/PERS/STRS	11,197.73	8,671.41	-	-	-		$ 19,869.14	17.70%
SUI	31.63	24.50	-	-	-		$ 56.13	0.050%
Social Security and/or Medicare	917.33	710.37	-	-	-		$ 1,627.70	1.4500%
Worker's Compensation	806.62	624.64	-	-	-		$ 1,431.25	1.2750%
OASDHI	3,922.37	3,037.44					$ 6,959.81	6.2000%
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	$ 33,715.66	$ 21,516.95	$ -	$ -	$ -		$ 55,232.61	
% Time Allocation	100.0%	16.89%	0.0%	0.0%	0.0%			
Total Fringe Benefits (4):	**$ 33,715.66**	**$ 3,634.21**	**$ -**	**$ -**	**$ -**		**$ 37,349.87**	
							$ 108,888	
					Indirect cost 4%		$ 2,861.54	
					Total		$ 111,750.00	
					Budget 18-19		$ 111,750.00	
					Dif		$ (0.00)	

Footnotes:

(1) Annual Year is Fiscal Year

(2) Contractors must be in compliance with the County's Living Wage Ordinance.

(3) Indicate if Cafeteria Plan

(4) Fringe Benefits Subtotal per Classification x number of position

(5) Change the column heading to the name of the position and provide benefit information for that position

COMMUNITY COLLEGE CALWORKS PROGRAM - LINE ITEM BUDGET

PROJECT NAME: Cerritos College

CONTRACTOR:
CONTRACT PERIOD: July 1, 2019-June 30, 2020
FISCAL YEAR:

CONTACT PERSON: Norma C. Rodriguez
TELEPHONE NUMBER: 562-860-2451 Ext. 2369

ADMINISTRATIVE COSTS:

			Cost
Salaries and Benefits for Administrative Staff:			
Salaries (from Personnel Schedule)	(a)	$	70,223.69
Fringe Benefits (from Personnel Schedule)	(b)	$	38,717.36
Personnel Subtotal (line a+b)	(c)	**$**	**108,941.05**

ADMINISTRATIVE OPERATING COSTS	**Monthly Cost**		**Cost**
Office and Other Supplies	-	$	-
Mileage	-		-
Telephone	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Accounting Services	-		-
Operating Costs - Subtotal	- (d)	**$**	**-**

INDIRECT COSTS (List approved %)	**Percentage**		**Cost**
Indirect Cost - Subtotal	4.00% (e)	**$**	**2,808.95**
Total Administrative Cost (The sum of line c,d,e). (f)			**$ 111,750.00**

DIRECT SERVICES COSTS:

			Cost
Salaries and Benefits for Staff Providing Direct Services:			
Salaries (from Personnel Schedule)	(g)	$	-
Fringe Benefits (from Personnel Schedule)	(h)		0
Personnel Subtotal (line g+h)	(i)	**$**	**-**

DIRECT SERVICES OPERATING COSTS	**Monthly Cost**		**Cost**
Instructional Materials	-	$	-
Instructional Supplies	-		-
Office and Other Supplies	-		-
Support Cost of Office Class/Job Fairs	-		-
Non-Capitalized Equipment	-		-
Mileage	-		-
Travel and Conferences	-		-
Reprographics	-		-
Telephone	-		-
Bulk Metered Postage	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Operating Costs - Subtotal	- (j)	**$**	**-**

Sub-Contracted costs (from Direct Service Provider Budget)		
Subcontractor 1		
Subcontractor 2		
Subcontractor 3		
Sub-Contract Costs - Subtotal	(k)	-
Total Direct Services Costs (line i,j,k)	(l)	**$ -**
Total Contract Cost (line f+l)	(m)	**$ 111,750**

Note:
(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

EXHIBIT B

PERSONNEL SCHEDULE

CONTRACTOR: Cerritos College
CONTRACT PERIOD: July 1, 2019-June 30, 2020
FISCAL YEAR: 2019-2020

CONTACT PERSON: Norma C. Rodriguez
TELEPHONE NUMBER: 562-860-2451 Ext. 2358

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION		NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Program Facilitator - Blanca Gamez	Classified	1 month	1	5,292	100.0%	5,292.00	5,292.00
Program Facilitator - Blanca Gamez	Classified	11 months	1	5,542	100.0%	5,542.00	60,962.00
Job Placement Technician - Zomaira	Classified	1 months	1	4,098	7.74%	317.19	317.19
Job Placement Technician - Zomaira	Classified	11 months	1	4,290	7.74%	332.05	3,652.51
						-	
					Total Salaries:	**$ 11,483.23**	**$ 70,223.69**

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classification - CalWORKs Program Facilitator	Classification - Job Placement Technician				(5)	TOTAL	
Health Plan (3)	$ 17,683.42	$ 8,871.09	$ -	$ -	$ -		$ 26,554.51	5%
Dental Plan (included in Health Plan)								
Retirement/PERS/STRS	13,250.80	10,257.60	-	-	-		$ 23,508.40	20.00%
SUI	33.13	25.64	-	-	-		$ 58.77	0.050%
Social Security and/or Medicare	960.68	743.68	-	-	-		$ 1,704.36	1.4500%
Worker's Compensation	844.74	653.92	-	-	-		$ 1,498.66	1.2750%
OASDHI	4,107.75	3,179.86					$ 7,287.60	6.2000%
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	$ 36,880.52	$ 23,731.79	$ -	$ -	$ -		$ 60,612.31	
% Time Allocation	100.0%	7.74%	0.0%	0.0%	0.0%			
Total Fringe Benefits (4):	**$ 36,880.52**	**$ 1,836.84**	**$ -**	**$ -**	**$ -**		**$ 38,717.36**	

		$ 108,941
	Indirect cost 4%	$ 2,808.95
	Total	$ 111,750.00
	Budget 18-19	$ 111,750.00
	Dif	$ (0.00)

Footnotes:

(1) Annual Year is Fiscal Year

(2) Contractors must be in compliance with the County's Living Wage Ordinance.

(3) Indicate if Cafeteria Plan

(4) Fringe Benefits Subtotal per Classification x number of position

(5) Change the column heading to the name of the position and provide benefit information for that position

COMMUNITY COLLEGE CALWORKS PROGRAM - LINE ITEM BUDGET

PROJECT NAME: **Cerritos College**

CONTRACTOR:
CONTRACT PERIOD: **July 1, 2020-June 30, 2021**
FISCAL YEAR:

CONTACT PERSON: **Norma C. Rodriguez**
TELEPHONE NUMBER: **562-860-2451 Ext. 2369**

ADMINISTRATIVE COSTS:

			Cost
Salaries and Benefits for Administrative Staff:			
Salaries (from Personnel Schedule)	(a)	$	68,424.20
Fringe Benefits (from Personnel Schedule)	(b)	$	40,588.83
Personnel Subtotal (line a+b)	(c)	**$**	**109,013.03**

ADMINISTRATIVE OPERATING COSTS	**Monthly Cost**		**Cost**
Office and Other Supplies	-	$	-
Mileage	-		-
Telephone	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Accounting Services	-		-
Operating Costs - Subtotal	- (d)	**$**	**-**

	Percentage		**Cost**
INDIRECT COSTS (List approved %)			
Indirect Cost - Subtotal	4.00% (e)	**$**	**2,736.97**

Total Administrative Cost (The sum of line c,d,e).	(f)		**$ 111,750.00**

DIRECT SERVICES COSTS:

			Cost
Salaries and Benefits for Staff Providing Direct Services:			
Salaries (from Personnel Schedule)	(g)	$	-
Fringe Benefits (from Personnel Schedule)	(h)		0
Personnel Subtotal (line g+h)	(i)	**$**	**-**

DIRECT SERVICES OPERATING COSTS	**Monthly Cost**		**Cost**
Instructional Materials	-	$	-
Instructional Supplies	-		-
Office and Other Supplies	-		-
Support Cost of Office Class/Job Fairs	-		-
Non-Capitalized Equipment	-		-
Mileage	-		-
Travel and Conferences	-		-
Reprographics	-		-
Telephone	-		-
Bulk Metered Postage	-		-
Copier	-		-
Rent/Lease - Land and Building	-		-
Operating Costs - Subtotal	- (j)	**$**	**-**

Sub-Contracted costs (from Direct Service Provider Budget)			
Subcontractor 1			
Subcontractor 2			
Subcontractor 3			
Sub-Contract Costs - Subtotal	(k)		-

Total Direct Services Costs (line i,j,k)	(l)		**$ -**
Total Contract Cost (line f+l)	(m)		**$ 111,750**

Note:
(1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
(2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

EXHIBIT B

PERSONNEL SCHEDULE

CONTRACTOR: Cerritos College
CONTRACT PERIOD: July 1, 2020-June 30, 2021
FISCAL YEAR: 2020-2021

CONTACT PERSON: Norma C. Rodriguez
TELEPHONE NUMBER: 562-860-2451 Ext. 2358

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Program Facilitator - Blanca Gamez	Classified 12 month	1	5,542	100.0%	5,542.00	66,504.00
Job Placement Technician - Zomaira Leon	Classified 12 month	1	4,290	3.73%	160.02	1,920.20
					-	
				Total Salaries:	**$ 5,702.02**	**$ 68,424.20**

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	Classification - CalWORKs Program Facilitator	Classification - Job Placement Technician				(5)	TOTAL	
Health Plan (3)	$ 18,568.03	$ 9,314.59	$ -	$ -	$ -		$ 27,882.62	5%
Dental Plan (included in Health Plan)								
Retirement/PERS/STRS	15,096.41	11,685.96	-	-	-		$ 26,782.37	22.70%
SUI	33.25	25.74	-	-	-		$ 58.99	0.050%
Social Security and/or Medicare	964.31	746.46	-	-	-		$ 1,710.77	1.4500%
Worker's Compensation	847.93	656.37	-	-	-		$ 1,504.30	1.2750%
OASDHI	4,123.25	3,191.76					$ 7,315.01	6.2000%
Holidays								
Sick Leave								
Vacation								
Life Insurance								
Fringe Benefits per Classification								
Fringe Benefit Subtotal	$ 39,633.17	$ 25,620.88	$ -	$ -	$ -		$ 65,254.05	
% Time Allocation	100.0%	3.73%	0.0%	0.0%	0.0%			
Total Fringe Benefits (4):	**$ 39,633.17**	**$ 955.66**	**$ -**	**$ -**	**$ -**		**$ 40,588.83**	

		$ 109,013
Indirect cost 4%		$ 2,736.97
Total		$ 111,750.00
Budget 18-19		$ 111,750.00
Dif		$ 0.00

Footnotes:

(1) Annual Year is Fiscal Year

(2) Contractors must be in compliance with the County's Living Wage Ordinance.

(3) Indicate if Cafeteria Plan

(4) Fringe Benefits Subtotal per Classification x number of position

(5) Change the column heading to the name of the position and provide benefit information for that position

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT SECTION MANAGER (CCSM):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name of College _____
Contract Number _____

Community College CalWORKs Program
MONTHLY INVOICE

Report Month: _____ Contract Period: _____

Invoice Number: _____ Contractor Telephone No: _____

Contractor Address: _____

_____

Invoice Amount: $_____

_____
Contractor's Authorizing Name (Print)

_____ _____
Contractor's Authorizing Signature Date

FOR DPSS USE ONLY:

_____ _____
County Contract Administrator (CCA) Signature Date

COMMENTS:

_____
_____
_____
_____
_____
_____
_____
_____

Name of College _____
Contract Number _____

Community College CalWORKs Program
QUARTERLY RECONCILIATION INVOICE

For the Quarter: _____ Quarterly Invoice Month: _____
(mo/year through mo/year)

Invoice Number: _____ Contractor Telephone Number: _____

Contractor Address: _____

_____

Quarterly Reconciliation:

Invoices Paid in the Quarter	$_____ Month 1	$_____ Month 2	$_____ Total
Actual Monthly Costs For the Quarter	$_____ Month 1	$_____ Month 2	$_____ Total

Overpayment/(Underpayment) in the quarter $_____

Total Quarterly Reconciliation Invoice Amount (Month 3)* $_____

_____
Contractor's Authorizing Name (Print)

_____ _____
Contractor's Authorizing Signature Date

FOR DPSS USE ONLY:

_____ _____
County Contract Administrator (CCA) Signature Date

*The full overpayment/underpayment for the quarter will be adjusted from the quarterly reconciliation invoice.

Supporting documentation must be submitted for all three months or the invoice will be rejected.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:
Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

BIDDER's/OFFEROR's NON-DISCRIMINATION IN-SERVICE STATEMENT

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter Vi and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990, the CONTRACTOR, supplier or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

	(circle one)	
• The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
• The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.	Yes	No
• Where problem areas are identified in equal provisions of services and benefits, the Propose has a system for taking reasonable corrective action within a specified length of time.	Yes	No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than $53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/formspubs*. Or you can go to *www.irs.gov/orderforms* to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of $800, he or she must file a 2016 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 20599I

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature Date

Name and Title of Signer (please print)

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject ot the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

9.20 It is not presently subject to the Act, but will comply if later activities make it subject, or,

10.20 If subject, it is currently in compliance.

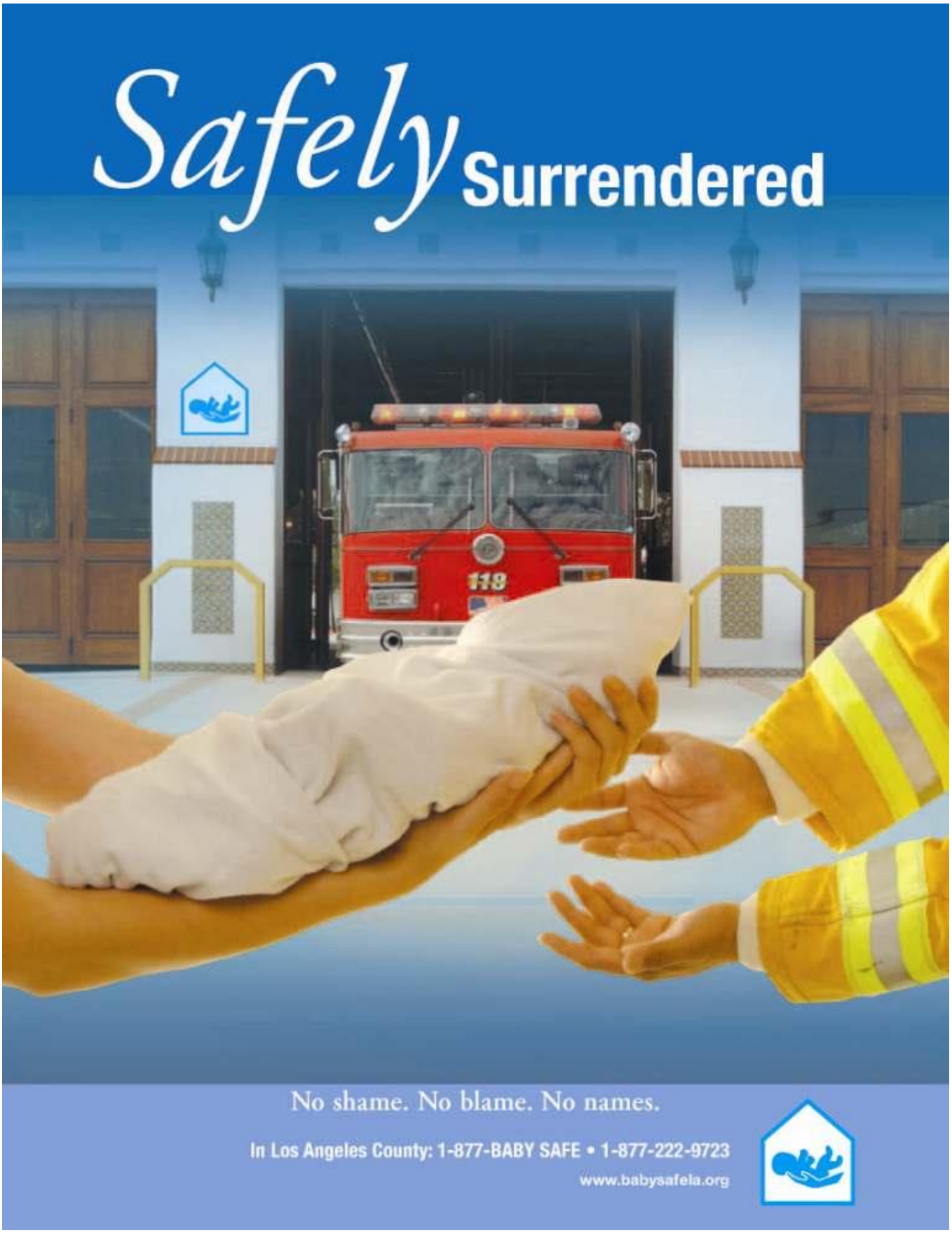
RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit L).

In California, supervision of charities is the responsibility of the Attorney General whose website, http://caag.stte.ca.us/, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Tittle 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. Amended regulations are pending.) Links to all of these rules are at: http://www.cnmsocal.org/. Both organizations' websites offer information about how to establish and manage a charitable organization.


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

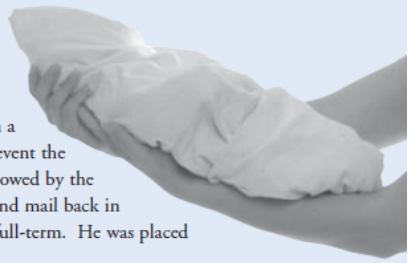
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

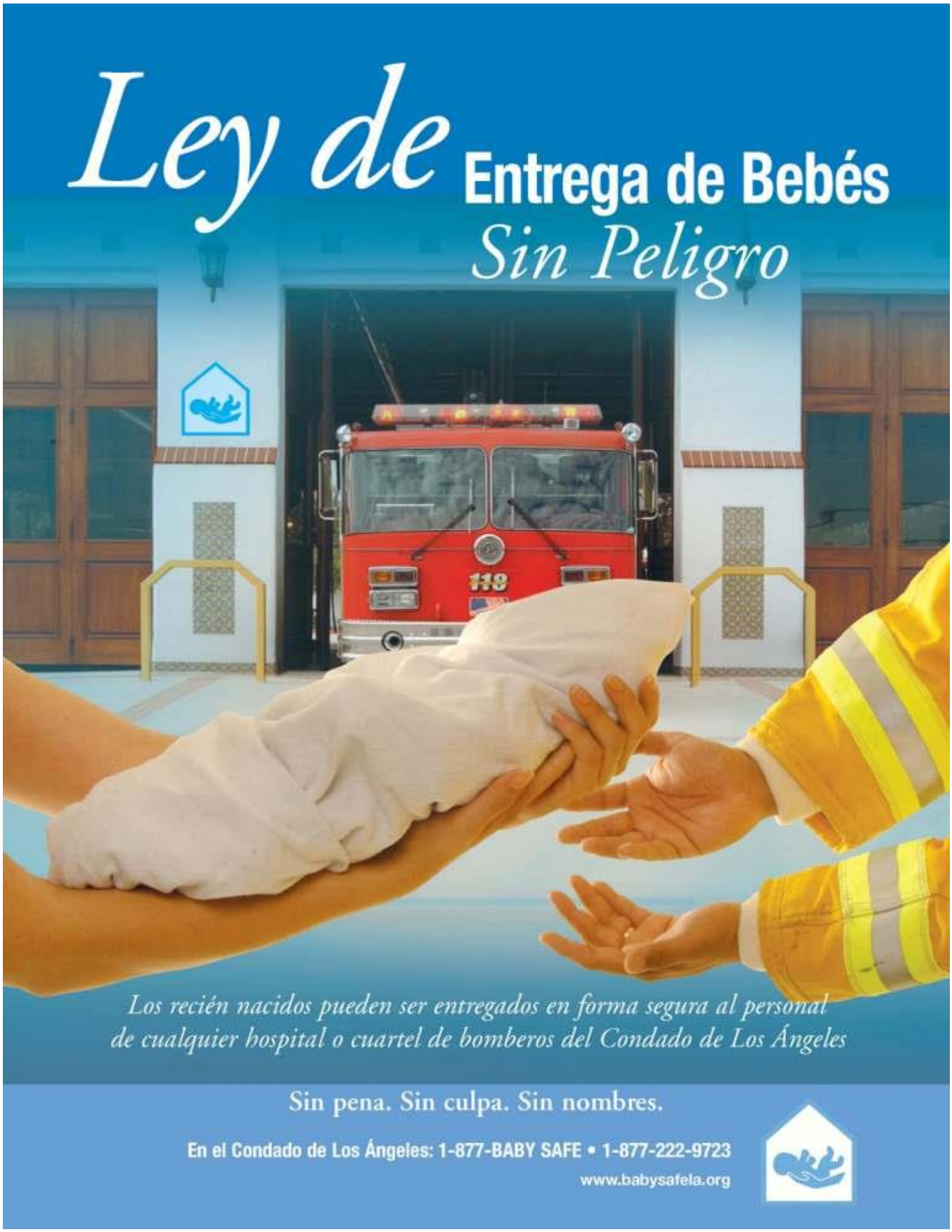
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

□ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

– OR –

□ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.2060.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date:

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders.

3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or

    b. Participated in any way in developing the Contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____

Contractor's Name

_____

Authorized Official's Signature

_____

Authorized Official's Printed Name and Title

_____

Date

Certification of Compliance with Data Security

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTION (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Contractor shall provide immediate written notice to the person to whom this contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

4. Contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.

5. Contractor further agrees by submitting this contract that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76),” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTION (45 C.F.R. PART 76)

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its contract in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of Contractor and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to this Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTION (45 C.F.R. PART 76)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, or other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from federally funded contracts by any federal department or agency.

Date: _____ _____

Authorized Official's Signature

_____

Authorized Official's Printed Name

_____

Authorized Official's Title

2.202.010 Findings and declaration.
2.202.020 Definitions.
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.
2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is nonresponsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found nonresponsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-

responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.
(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not

previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors.

(Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0004

PARTIES AND DATE

This Agreement is made and entered into this **20th** day of **July, 2017**, 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 **Cambridge West Partnership, LLC** ("CONTRACTOR"), with its principal place of business at 14471 Chambers Road, Suite 260, Tustin, CA 92780. 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 **Review of Academic Calendar vs. Compressed Calendar**, 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 independent financial review of the current academic calendar vs. compressed academic calendar and its impact on various operations of the District, per the Proposal for Services (1 page) attached hereto and incorporated into this Agreement by this reference as "Exhibit B".

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform **Review of Academic Calendar vs. Compressed Calendar** 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 **July 20, 2017**, and end on **June 30, 2018**, 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 **Review of Academic Calendar vs. Compressed Calendar** within the term of this Agreement. All

applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of One Hundred Sixty and 00/100 dollars ($160.00) per hour for up to 200 billable hours**, subject to the **total Not-to-Exceed amount of Thirty Two Thousand and 00/100 dollars ($32,000.00)**.

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.

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.

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.

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

4.8 CONTRACTOR hereby designates **C. M. Brahmbhatt, Principal, Cambridge West Partnership, LLC** or his 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.

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: Felipe R. Lopez
Vice President of Business Services/Assistant Superintendent
Tel: (562) 860-2451 Ext. 2242

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: C. M. Brahmbhatt
Managing Director
(Name & Title)
Cambridge West Partnership, LLC
949-300-0580

Tel: _____

For Notices: Cambridge West Partnership, LLC
14471 Chambers Road, Suite 260,
Tustin, California 92780

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
VP of Business Services
Typed or Printed Name, & Title

Date: 8/16/2017

CONTRACTOR:

By: _____
Signature

C. M. Brahmbhatt
Managing Director
Typed or Printed Name, & Title
Cambridge West Partnership, LLC
949-300-0580
CM@Cambridgewestpartnership.com
E-mail

20-5500381
Tax Identification Number (EIN)

Date: 7/31/2017

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*

EXHIBIT "B"

[EXHIBIT FOLLOWS]

PROPOSAL FOR SERVICES

Consulting services to be provided to Cerritos Community College District to review current academic calendar vs. compressed academic calendar and its impact on various operations of Cerritos College.

Cambridge West Partnership, LLC (CWP) will review the following issues related to the study of the academic calendar.

- Class Schedule
- Financial Impact
- Student Learning & Success
- Instructional programs
- Student Services
- Instructional Support & Facilities
- Faculty Contact

CWP will review current data, conduct a serious of interview with key stakeholders and present outcomes to any committee designated by the president

Project timeline: Project ~~will start May 2017 and~~ final report will be provided on or before November 30, 2017

Fees for Services: 200 hours at $160.00 an hour totaling $32,000.00
Actual hours will be billed at the end of the project.

Cambridge West Partnership, LLC
14471 Chambers Road, Suite 260, Tustin, California 92780
(949) 300-0580
www.CambridgeWestpartnership.com

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
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 of Contract with OmniUpdate, Inc. for the Self-Hosted OU Campus Web Content Management System

ACTION
It is recommended that the Board of Trustees ratify the contract with OmniUpdate, Inc. for the self-hosted OU Campus web content management system.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $12,000 annually for the three (3) year term of the agreement, with a total not-to-exceed amount of $36,000; funding for this contract will be allocated from the Public Affairs budget.

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
OMNIUPDATE, INC.
SELF-HOSTED OU CAMPUS WEB CONTENT MANAGEMENT SYSTEM
Requested by: Ms. Miya Walker, Director of College Relations, Public Affairs, and Governmental Relations

Purpose: On March 16, 2016, Cerritos College entered into an agreement with OmniUpdate, Inc. to provide assistance in transitioning from the current, proprietary Content Management System (CMS), which has been in place since 1998 (www.cerritos.edu), to a vendor-supported platform to ensure greater security and continuity. The college currently has 18,164 webpages in its CMS, including nearly 4,503 in SharePoint, and intends to fully redesign and redevelop its website framework. OmniUpdate, Inc. provided the enterprise server perpetual license which serves an unlimited amount of users. Implementation process includes three phases for successful completion of deployment: planning, development, and transition to support. OmniUpdate, Inc. also provided the implementation and configuration of the calendar, buildout and implementation of the online Faculty Directory, and enterprise support.

At this time, Cerritos College would like to enter into an agreement with OmniUpdate, Inc. to provide a self-hosted OU Campus web content management system. The support package will include: unlimited support tickets for up to ten support contacts, annual webinar-based training and Training Conference, access to online support center and knowledge base, access to Learning Management System, and OmniUpdate Community Network.

The consultant will be paid the not-to-exceed amount of $12,000 annually for the three (3) year term of the agreement, with a total not-to-exceed amount of $36,000, as approved by Public Affairs.

Period: The time period will be from July 1, 2018 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 18C0024 – OmniUpdate, Inc.
Contract No. 18C0024 – Exhibit B, Scope of Work

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0024

PARTIES AND DATE

This Agreement is made and entered into this **19th** day of **July**, **2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **OmniUpdate, Inc.,** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 1320 Flynn Road, Suite 100, Camarillo, CA 93012 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 **Self-Hosted Customer Success package for the OU Campus Web Content Management System Enterprise Solution**, 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 Services as more fully detailed in CONTRACTOR'S proposal, attached hereto as Exhibit "B" and is incorporated herein 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, except as follows: workspace during normal business hours, access to on campus data and telephone services if CONTRACTOR is performing services on site. CONTRACTOR shall perform its services in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **July 1, 2018**, and end on **June 30, 2021**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a **total Not-to-Exceed amount of THIRTY SIX THOUSAND AND 00/100 dollars ($36,000.00),** as follows:

Fiscal Year 2018-2019	$12,000.00
Fiscal Year 2019-2020	$12,000.00
Fiscal Year 2020-2021	$12.000.00

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.

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 Not Used.

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.

4.3 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.

4.4 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.

4.5 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.

4.6 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Miya Walker, Director of College Relations, Public Affairs, and Governmental Relations** 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.

4.7 CONTRACTOR hereby designates **Michael Monina, Senior Account Director** or his 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.

4.8 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.

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.

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

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

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.

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.

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.

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(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.

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.

9.0 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.

10.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

10.1 **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.

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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

10.6 **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.

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

11.1 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.

11.2 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.

12.0 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.

12.1 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.

12.2 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.

12.3 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.

13.0 DELAYS.

13.1 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

13.2 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.

14.0 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.

15.0 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.

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

15.2 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.

15.3 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.

15.4 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

25.0 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.

26.0 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.

27.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

28.0 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.

28.1 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.

29.0 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.

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Miya Walker
Director of College Relations, Public Affairs, and Governmental Relations
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: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

DRAFT

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

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

RECITALS

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

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

NOW THEREFORE, the Parties agree as follows:

1. TERMS

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

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

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

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

June 6, 2018

Miya,

OmniUpdate has been a proud partner with Cerritos College and provider of a self-hosted instance of OU Campus as the web content management system since 2015. During that time we have worked closely with you and your team to meet your website goals and objectives. It is my primary responsibility to help to achieve the vision for the Cerritos website.

This proposal contains the Self-Hosted Customer Success Package with unlimited support tickets for up to 10 support contacts. Our Enhanced Customer Success Package offers additional annual webinar-based training and two (2) complimentary passed to our annual OmniUpdate User Training Conference. This conference is a valuable learning opportunity for both marketing/communication professionals as well as web developers.

To review the sections of the proposal, click on the titles to the left or use the left right arrows above. Please let me know If you prefer to have an executable agreement. I will also provide a PDF version of the proposal via email.

Sincerely,

Michael Monina
Senior Account Director
805.322.0007
michael@omniupdate.com

Investment

Annual Costs	Total
Support - Self-Hosted Standard - Up to 10 designated contacts with unlimited tickets	$12,000.00
Subtotal	**$12,000.00**

Total Investment Summary	
Year 1	**$12,000.00**
Year 2	**$12,000.00**
Year 3	**$12,000.00**

* For details on Services, please see Product & Service Descriptions below.
Total prices reflect annual License increase of 5.0%.

Self-Hosted Customer Success Package - Standard

Unlimited Support Tickets by Phone, Email, Web Form Submit unlimited tickets to our award-winning support team via phone, email, or web form	10 users
Access to Online Support Center and Knowledge Base Search our extensive online training and support resources for helpful information tailored for end users and administrators, including archived monthly training sessions, reference guides, video tutorials, and step-by-step user instructions	✓
Membership to OmniUpdate Community Network (OCN) Engage with your peers and OmniUpdate employees in our online community: submit ideas, collaborate with expert users, and learn new skills	✓
Access to Learning Management System (LMS) Expand your OU Campus knowledge, take refresher courses, and learn new skills through self-paced online training	✓
Annual Customized Private Webinar Training Receive annual customized training via webinar for end users, admins, or trainers	3 hours

Optional Services and Modules

With OU Campus, Cerritos College has the flexibility and extensibility to create and manage course catalogs, customized search, college directories, and so much more. Our GitHub repository (github.com/omniupdate) has real, working code to help you on the projects that matter most. Using our free starter code, you can build all the functionality you need. Or if you prefer, our in-house Professional Services Team can develop full-featured solutions that are ready for you to use. Our team, made up of over twenty OU Campus and CMS experts, has implemented thousands of projects.

OmniUpdate GitHub	Our GitHub repository(github.com/omniupdate) has real, working code for course catalogs, faculty directories, dynamic navigation, and much more—all free for you to use. This allows you to take the OU Campus platform and build all the functionality you need.
Content Migration	Our Professional Services team converts your existing website content for use within OU Campus. Services include: configuration of automated migration scripts/tool, processing of customer-provided content, upload to OU Campus, and final QA based on customer feedback/collaboration.
Faculty Directory™	Enable your faculty to update their profiles with ease using form-like templates and have consistency throughout your directory. Examples: University of South Carolina, School of Music University of North Carolina School of the Arts Widener University
OU Calendar™	Keep your website in sync with all the non-stop campus activity through a fully interactive calendar that can be easily shared and filtered. Examples: Butler County Community College Delta College Murray State University
Course Catalog™	Guarantee your student body an accurate, timely, and readily accessible online course catalog managed by OU Campus. Examples: SUNY Dutchess Community College Stony Brook University Fresno State

OU Blogs™	Build powerful connections with students, parents, faculty, and alumni through your blog using the same great functionality found in OU Campus. Examples: Saskatchewan Polytechnic Auburn University- Harbert College of Business OmniUpdate
OU Mashup™	Create a focal point for social media engagement on your public site that dynamically displays all of your feeds including Facebook, Twitter, Instagram, YouTube, Flickr, etc. Examples: SUNY Fashion Institute of Technology Monmouth College Webster University
OU Insights™	Get continual reports on key areas of your site's health outside of the publishing workflow, including SEO, accessibility, links, and spelling
Emergency Alerts™	When an unforeseen event occurs, quickly create a custom emergency announcement and prominently display it on your site for everyone to see.
Email Campaign Manager	Create, send, and manage your responsive newsletters, announcements, promotions, and other important marketing campaigns with ease and certainty.
OU Search™	Help your users find the content they want by controlling and customizing searches on your website.
TrueCost Calculator™	A simple and straightforward cost of attendance estimator that allows you to specify your tuition, fees, merit aid, and more; offered through OmniUpdate's partnership with Ruffalo Noel-Levitz.

Campus Map	A turnkey and completely customizable map that creates a virtual tour of your campus; offered through OmniUpdate's partnership with nuCloud. Interactive Campus Map Platform: Optional map illustrations (2D Vector, 3D Vector, 3D Raster, 3D Sketches) Examples: College of DuPage D'Youville College California State University, Fullerton



Self-Hosted Customer Success Packages

	Standard $12,000/yr	Enhanced $15,000/yr
Unlimited Support Tickets by Phone, Email, Web Form Submit unlimited tickets to our award-winning support team via phone, email, or web form	10 users	15 users
Access to Online Support Center and Knowledge Base Search our extensive online training and support resources for helpful information tailored for end users and administrators, including archived monthly training sessions, reference guides, video tutorials, and step-by-step user instructions	✔	✔
Membership to OmniUpdate Community Network (OCN) Engage with your peers and OmniUpdate employees in our online community: submit ideas, collaborate with expert users, and learn new skills	✔	✔
Access to Learning Management System (LMS) Expand your OU Campus knowledge, take refresher courses, and learn new skills through self-paced online training	✔	✔
Annual Customized Private Webinar Training Receive annual customized training via webinar for end users, admins, or trainers	3 hours	6 hours
Access to Emergency After-Hours Hotline Call our emergency hotline for major issues that occur outside of normal business hours		✔
Annual Complimentary User Training Conference Passes Receive annual complimentary registration for the OmniUpdate User Training Conference and training workshops		2 passes
Live Chat Support Contact our award-winning support team via live chat for real-time help and troubleshooting advice		✔
Annual Best Practices Review and Audit Receive an annual assessment of your institution's use of OU Campus and learn how to better utilize its features and capabilities		✔
Dedicated Support Agent with Direct Extension Directly contact a dedicated OmniUpdate support agent assigned to your specific support requests		✔
Priority Ticket Support Response Ensure all your support requests take top priority with a support agent dedicated to expediting all of your tickets		✔
Customized LMS Branch/Branded Domain Customize your own version of the LMS by making course suggestions for your users, creating your own courses, and even using your own branded domain		✔

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Amendment to the Agreement with Cambridge West Partnership, LLC for Independent Financial Review of the Academic Calendar Options

ACTION
It is recommended that the Board of Trustees ratify the amendment with Cambridge West Partnership, LLC for independent financial review of the Academic Calendar options.

FISCAL IMPACT
The total contract sum shall be increased $12,800 for a new not-to-exceed amount of $44,800; funding will be allocated from the Business Services budget.

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

SERVICES – AMENDMENT
CAMBRIDGE WEST PARTNERSHIP, LLC
AMENDMENT NO. 1 TO CONTRACT NO. 17C0004 FOR INDEPENDENT FINANCIAL REVIEW OF THE ACADEMIC CALENDAR OPTIONS
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On July 19, 2017, Cerritos College entered into an agreement with Cambridge West Partnership, LLC ("CWP") to provide independent financial review of the current academic calendar versus a compressed academic calendar and its impact on various operations of the college. CWP proposed to review the following issues related to the academic calendar: class schedule, financial impact, student learning and success, instructional programs, student services, instructional support and facilities, and faculty contact. CWP will review the current data, conduct a series of interviews with key stakeholders, and present the outcomes to an established committee.

At this time, Cerritos College wishes to amend the agreement to provide for an additional 80 hours to be billed at the rate of $160 per hour, not to exceed $12,800. The amendment is to provide for additional services as directed by the District's representative.

Period: The time period will remain from July 20, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 17C0004 – Cambridge West Partnership, LLC
Contract No. 17C0004 - Cambridge West Partnership, LLC

Cerritos College

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO. 1

To

CONTRACT NO. 17C0004

The Agreement made and entered on **July 20, 2017**, 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 **Cambridge West Partnership, LLC**, with its principal place of business at 14471 Chambers Road, Suite 260, Tustin, CA 92780 ("CONTRACTOR"), is **AMENDED** on **July 19, 2018**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **July 20, 2017** ("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, 1.1 Page 2, Section 3.0 SERVICE FEES, EXPENSES AND INVOICING, to allow for additional funding within the Agreement, as follows:

~~3.1~~ Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of One Hundred Sixty and 00/100 Dollars ($160.00) per hour for up to ~~200 billable hours, subject to the total Not-to-Exceed amount of Thirty-Two Thousand and 00/100 Dollars ($32,000.00)~~** ***280 billable hours, subject to the total Not-to-Exceed amount of Forty-Four Thousand Eight Hundred and 00/100 Dollars ($44,800.00).***

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:	**CAMBRIDGE WEST PARTNERSHIP, LLC:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
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 to Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Expansion Project**

ACTION
It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Inspection Project.

FISCAL IMPACT
The total contract sum shall be increased $46,046.63 for a new not-to-exceed amount of $74,415.67; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

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

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 7 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE CENTRAL PLANT EXPANSION PROJECT
KOURY ENGINEERING & TESTING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On September 21, 2016, Cerritos College entered into Project Assignment Agreement No. 7 to obtain the necessary inspection and materials testing for the Central Plant Expansion project which included, but was not limited to, geotechnical and construction observation including material testing, soil testing, and site visits.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 17 to allow for additional testing and inspection services pertaining to welding due to changes in DSA regulations regarding mechanical pipe.

Period: The time period will be from October 1, 2016 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 7

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **July 19, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 21, 2016,** entitled "**Project Assignment Agreement No. 7** to Master Independent Consultant Agreement, **Contract No. 14P011"** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Central Plant Expansion** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional testing & inspecting services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 13, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **September 21, 2016**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Forty-Six Thousand Forty-Six and 63/100 Dollars ($46,046.63)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and

ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DRAFT

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Koury Engineering & Testing, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Tommy Wright	Print Name: Felipe R Lopez
Print Title: VP Sales & Marketing	Print Title: VP Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 31, 2018 regarding Welding Inspection Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "3".

2. Task 1 – Additional Testing & Inspection Services

3. Cost of Professional Services
    a. Task 1 $ 46,046.63
    b. Total $ 46,046.63

4. Schedule
    a. September 2016 – June 30, 2018

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Central Plant Expansion** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Central Plant Expansion

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016** and will diligently perform as required and complete performance by **January 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand Three Hundred Sixty-Nine and 04/100 Dollars ($28,369.04)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Central Plant Expansion

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-30-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 9/26, 2016

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

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

95-4794326
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Central Plant Expansion Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 9,229.04
b.	Material Inspection	$ 13,860.00
c.	Laboratory Material Testing	$ 1,860.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 28,369.04

9. Schedule
   a. October 1, 2016 – January 31, 2018

Cerritos College

Contract No. 14P011

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Koury Engineering & Testing Inc.
ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: bridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master 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.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave
Chino, CA 91710

Telephone: 909/606-6111

Facsimile: 909/606-6555

E-Mail: BridgetS@Kouryengineering.com

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

95-4794329
Employer Identification and/or
Social Security Number

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

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("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, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

> **2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~**June 30, 2017**~~ ***June 30, 2018***, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name & Title

CONSULTANT:

By: _____
Signature

Tommy Wright CBDO
Typed or Printed Name & Title

tommyw@kouryengineering.com
E-mail Address

_____
Tax ID Number

Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("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, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

> **2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~**June 30, 2018**~~ ***June 30, 2019***, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By: _____
Signature

FELIPE E. LOPEZ
V.P. of Business Services
Typed or Printed Name & Title

CONSULTANT:

By: _____
Signature

Tommy Wright CBDO
Typed or Printed Name & Title

tommyw@Kouryengineering.com
E-mail Address

_____
Tax ID Number

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2018

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending June 30, 2018.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending June 30, 2018:

- 7,751 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $20,463,269.99; and

- 2,797 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $15,388,649.80.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

PAYROLL RECAP FOR THE MONTH OF APRIL 2018

SCHED	DATE	TOTAL GROSS	TAXABLE GROSS	CANCELL.	OVERPAY	# WARRANTS
C1I	04/01/18	$ 827,949.31	$ 721,318.12			89
C5I	04/05/18	$ 1,667,354.28	$ 1,524,515.83			874
093	04/05/18	$ 26,919.30	$ 26,339.30			24
094	04/06/18	$ (1,165.32)	$ (1,045.87)	$ (1,165.32)		0
E4R	04/10/18	$ 1,938,434.79	$ 912,650.30			327
C3I	04/10/18	$ 389,707.29	$ 402,723.49			625
096	04/10/18	$ 1,357.76	$ 1,359.91			1
100	04/12/18	$ 4,572.93	$ 4,454.36			7
101	04/13/18	$ 8,880.30	$ 8,880.30			15
110	04/24/18	$ 19,413.83	$ 35,070.21			12
E4S	04/25/18	$ -	$ 865,009.00			319
C2J	04/30/18	$ 2,643,809.66	$ 2,244,409.09			254
TOTAL		$ 7,527,234.13	$ 6,745,684.04	$ (1,165.32)		2547

PAYROLL RECAP FOR THE MONTH OF MAY 2018

SCHED	DATE	TOTAL GROSS	TAXABLE GROSS	CANCELL.	OVERPAY	# WARRANTS
C1J	05/01/18	$ 827,318.82	$ 720,267.77			88
C5J	05/04/18	$ 1,630,241.88	$ 1,490,887.44			867
122	05/04/18	$ 30,893.49	$ 30,764.65			15
127	05/09/18	$ -	$ 700.00	$ (5,289.60)		2
E4T	05/10/18	$ 1,940,824.57	$ 910,234.90			325
C3J	05/10/18	$ 499,887.47	$ 512,610.23			680
129	05/11/18	$ 55,750.35	$ 52,164.64			52
141	05/23/18	$ 15,467.01	$ 14,182.72			16
E4U	05/25/18	$ -	$ 858,269.00			316
143	05/25/18	$ -	$ 58.52			3
C2K	05/31/18	$ 2,640,437.51	$ 2,248,825.91			254

TOTAL	$ 7,640,821.10	$ 6,838,965.78	$ (5,289.60)		2618

PAYROLL RECAP FOR THE MONTH OF JUNE 2018

SCHED	DATE	TOTAL GROSS	TAXABLE GROSS	CANCELL.	OVERPAY	# WARRANTS
C1K	06/01/18	$ 822,666.33	$ 716,150.16			88
CV2A	06/05/18	$ 544,813.42	$ 495,796.78			245
C5K	06/05/18	$ 1,453,133.86	$ 1,329,216.63			856
152	06/05/18	$ 13,836.80	$ 14,295.89			26
E4V	06/08/18	$ 1,927,261.00	$ 905,556.85			323
C3K	06/08/18	$ 464,149.42	$ 477,207.09			651
157	06/08/18	$ 14,150.50	$ 13,103.00			20
162	06/13/18	$ 27,052.08	$ 24,774.17			61
170	06/21/18	$ 28,151.35	$ 26,723.90			11
E4W	06/25/18	$ -	$ 838,044.00			305
TOTAL		$ 5,295,214.76	$ 4,840,868.47	$ -		2586

QUARTERLY TOTALS		7751
Quarterly Totals 'A' Warrants	$	20,463,269.99

B-WARRANTS ISSUED
APRIL, MAY, JUNE 2018

B-Warrants By Total Dollar Amount:		
April	$	4,287,543.16
May	$	5,330,129.11
June	$	5,770,977.53
AMOUNT OF B-WARRANTS ISSUED		$15,388,649.80

B-Warrants By Number Issued	ACH	CHECKS	TOTAL
April	268	689	957
May	217	738	955
June	164	721	885
TOTAL B-WARRANTS ISSUED	649	2148	2797

B-WARRANTS April				B-WARRANTS May				B-WARRANTS June			
Date Issued	ACH Payments	Number issued	B-Warrant Total amount	Date Issued	ACH Payments	Number issued	B-Warrant Total amount	Date Issued	ACH Payments	Number issued	B-Warrant Total amount
04/02/18/	5	18	$ 43,508.35	05/01/18		4	$ 45,078.19	06/01/18	15		$ -
04/03/18	7	20	$ 63,156.84	05/02/18	8	55	$ 306,350.39	06/04/18	12	52	$ 98,368.82
04/04/18	6	32	$ 15,729.51	05/03/18	6	12	$ 2,203.27	06/05/18		10	$ 194,924.40
04/05/18	7	18	$ 245,019.34	05/04/18		30	$ 17,174.44	06/06/18	16	58	$ 209,953.47
04/06/18	1	70	$ 140,218.65	05/07/18	2	13	$ 47,510.41	06/07/18	3	7	$ 310,971.95
04/09/18	48	67	$ 452,170.64	05/08/18	2	13	$ 4,413.83	06/08/18		75	$ 50,818.64
04/10/18/	6	9	$ 20,875.99	05/09/18	59	126	$ 728,162.18	06/11/18	45	72	$ 268,307.29
04/11/18	26	33	$ 56,990.71	05/10/18		13	$ 150,394.36	06/12/18	1	1	$ 250.00
04/12/18	9	8	$ 14,237.68	05/11/18	1	31	$ 11,335.00	06/13/18	12	40	$ 78,706.95
04/13/18	26	109	$ 2,176,351.00	05/14/18	24	97	$ 209,774.19	06/14/18	5	30	$ 1,713,660.74
04/16/18	5	17	$ 9,842.29	05/15/18	6	4	$ 29,568.53	06/15/18		39	$ 5,343.94
04/17/18	6	15	$ 201,017.01	05/16/18	6	31	$ 54,203.17	06/18/18	12	59	$ 257,216.96
04/18/18	12	45	$ 61,775.11	05/17/18/	1	36	$ 3,062,920.45	06/19/18	4	19	$ 534,612.83
04/19/18	16	34	$ 50,766.88	05/18/18	22	51	$ 221,281.50	06/20/18	7	16	$ 185,449.34
04/20/18	14	31	$ 101,176.55	05/21/18	10	57	$ 112,014.91	06/21/18		3	$ 48,463.00
04/23/18	8	32	$ 56,060.03	05/22/18	1	2	$ 125.00	06/22/18	13	89	$ 1,337,255.20
04/24/18		2	$ 1,608.42	05/23/18	27	51	$ 90,945.01	06/25/18		16	$ 125,774.04
04/25/18		4	$ 23,555.48	05/24/18	9	22	$ 48,195.56	06/26/18	5	30	$ 100,153.28
04/26/18	25	45	$ 178,038.76	05/25/18	5	69	$ 97,449.96	06/27/18	4	19	$ 131,578.95
04/27/18	12	44	$ 73,376.76	05/29/18	27	15	70,610.71	06/28/18	5	67	$ 27,707.14
04/30/18	29	36	302,067.16	05/30/18		1	1,370.65	06/29/18	5	19	$ 91,460.59
				05/31/18	1	5	19,047.40				
TOTAL:	268	689	$4,287,543.16		217	738	$ 5,330,129.11		164	721	$ 5,770,977.53

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 25

FROM:
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY:
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

ACTION
It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

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

ATTACHMENT(S)
Employee Resignations (Including Separations and Retirements) Accepted by the President

EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Department	Classification	Effective Date
1)	Ford, Kahlil	Institutional Effectiveness, Research & Planning	Research Analyst	6/08/2018
2)	Roper, David	Technology/Automotive Department	Automotive Laboratory Technician	8/15/2018

Presented to the Board of Trustees: July 18, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 26

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 2018 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 2018 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, 2018 Summer Session.

FACULTY: TEMPORARY PART-TIME
2018 SUMMER SEMESTER

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Leguizamon-Tunnell, Claudia	RE	Adult Education ESL	6BB	75.89

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Courts, Bari	NH	Business Administration	1AD	64.74
Davis, Richard	RE	Bus. Comp. Technologies	6BM	78.56
Garza, Javier	RE	Business Administration	6BM	78.56
Neuse, James	RE	Psychology	3AD	71.94
Smart, Bobbi-Lee	RE	Sociology	4AM	72.98
Truong, Phat	NH	Accounting/Finance	1AM	62.55

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Crone, Cameron	RE	Photography	5AM	76.63

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aiton, Amanda	RE	Culinary Arts	6BM	78.56

V. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Spradlin, Nancy	RE	ESL	6BM	78.56

VI. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Davis, Murphy	NH	Physical Education	1AM	62.55
Haley Peaslee, Denise	RE	Physical Education	6AM	78.56
Montera, Frank	RE	Athletics	6BM	78.56
Wikert Hoag, Rhonda	RE	Physical Education	6BM	78.56

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aguilar Bastida, Rocio	NH	Mathematics	1AM	62.55
Bakalyar, Allen	RE	Engineering	1AM	62.55
Flores, Wilfredo	RE	Mathematics	6BM	78.56
Hultman, Jason	RE	Mathematics	2AM	66.04
Johnson, John	RE	Mathematics	6BM	78.56
Sullivan, Scott	NH	Physics	1AD	64.74

VIII. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Huerta, Victor	NH	Welding	1AB	60.43
Jacabo, Cesar	RE	Automotive Mechanical Repair	6BB	75.89
Stainbrook, Frank	NH	Welding	1AB	60.43

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year

ACTION

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

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2018-2019 Academic Year

FACULTY: TEMPORARY PART-TIME
2018-2019 ACADEMIC YEAR

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Acheson, Michael	RE	Business Administration	6BM	78.56
Acosta, Pauline	RE	Sociology	5BD	79.32
Akini, Pamela	RE	Business Administration	3BM	69.51
Alabi, Basirat	RE	Psychology	2BD	68.35
Ambriz Jr., Larry	RE	Accounting/Finance	3BM	69.51
Anaya, Jose	RE	Business Administration	6BM	78.56
Asem, Judith	RE	Psychology	1BD	64.74
Aviles, Summer	NH	Accounting/Finance	1AM	62.55
Baber, James	RE	Business Administration	6BM	78.56
Banks, Clarence	RE	Political Science	2AM	66.04
Beas, Virginia	RE	Psychology	5BM	76.63
Bird, William	RE	Real Estate	6BD	81.30
Bodmer, Ryan	RE	Administration of Justice	4BM	72.98
Brown, Scott	RE	Business Administration	6BM	78.56
Brown, William	RE	Law	6BD	81.30
Carranza, Jaime	RE	Real Estate	6BB	75.89
Celestine, Mellonie	RE	Business Administration	3BM	69.51
Chang, Jeffrey	RE	History	1BM	62.55
Chatman, Timothy J.	RE	Philosophy	3AM	69.51
Cherry, Martha	RE	Real Estate	2BB	63.81
Chiros, Scarlett	RE	Psychology	4AM	72.98
Cho, Yoon-Sung (David)	RE	Philosophy	6BM	78.56
Cicino, Monte	RE	Real Estate	6BB	75.89
Ciraulo, John	RE	Business Administration	6BM	78.56
Ciraulo, Tammy	RE	Business Administration	3BM	69.51
Clansy, Andre	RE	Administration of Justice	2BM	66.04
Coca, Larry	RE	Accounting/Finance	3AM	69.51
Collins, John	RE	Administration of Justice	6BM	78.56
Connelly, Gary	RE	Business Administration	4BM	72.98
Cooper, Johnny	RE	Bus. Comm. Office Tech; Law	6BM	78.56
Costello, Chad	RE	Interdisciplinary Studies	6BM	78.56
Davis, Patricia	RE	Accounting/Finance	6BB	75.89
Davis, Richard	RE	Bus. Comm. Office Tech	6BM	78.56
De Los Rios, Katya	RE	Economics	6BM	78.56
Deering, Mark	RE	Philosophy	6BM	78.56
Der Mesropian, Emma	RE	Sociology	6BM	78.56
Diaz, Corina	RE	Sociology	4BM	72.98
Dokter, Derek	RE	Business Administration	3BM	69.51
Elam, Christine	RE	Business Administration	6BM	78.56
Elarcosa, Jose	RE	Business Administration	6AM	78.56
Elbiali, Abdel	RE	Economics	6BD	81.30
Eliassen, Andrea	RE	Accounting/Finance	3BM	69.51

Fantroy, Sharon	RE	Business Administration	6BM	78.56
Farrington-Weddle, Karla	RE	Accounting/Finance	1BB	60.43
Ferguson, Melissa	RE	Psychology	6BD	81.30
Filer, Anthony	RE	Law	6BD	81.30
Fong, Roderick	NH	Accounting/Finance	1AD	64.74
Fonti, Allison	RE	Education	6AM	78.56
Fulgham, Roietta	RE	Business Administration	1BM	62.55
Gaffaney, Gialisa	RE	Political Science	6BD	81.30
Gaffaney, Todd	RE	Psychology	6BM	78.56
Gao, Rihao	RE	Political Science	3BM	69.51
Garcia, Arturo	RE	Psychology	4AM	72.98
Garcia, Santiago	RE	Anthropology	6BM	78.56
Garza, Javier	RE	Business Administration	6BM	78.56
Ghidella, Richard	RE	Business Administration	6BM	78.56
Grady, John	RE	Business Administration	6BM	78.56
Gray, Gary	RE	Business Administration	5AM	76.63
Grigoleit, Tristan	RE	Psychology	2AM	66.04
Hall, David	RE	History	6BM	78.56
Hawkins, Michael	RE	History	6BD	81.30
Heeren, Jeff	RE	History	6BM	78.56
Henshaw, Ty	RE	Administration of Justice	5BM	76.63
Hernandez-Magallon, Karla	RE	Sociology	2AM	66.04
Hill, Carmen	RE	Real Estate	6BM	78.56
Hittesdorf, Ben	RE	Administration of Justice	2BM	66.04
Hunt, Ryan	RE	History	2AM	66.04
Hupp, Scott	RE	Real Estate	6BB	75.89
Jasso, Aaron	RE	Psychology	3AD	71.94
Jo, Jeannie	RE	Business Administration	5BM	76.63
Keats, Lauren	RE	Psychology	2AD	68.35
Keenan, Diane	RE	Economics	6BM	78.56
Kelly, David	RE	Political Science	3AM	69.51
Keshishyan, Petros	RE	Business Administration	6BM	78.56
Kim, Rick	RE	Law	6BD	81.30
Kisling, Kenneth	RE	Accounting/Finance	6BM	78.56
Kroll, Stephen	RE	Accounting/Finance	6BM	78.56
Larson, Mary Ann	RE	Psychology	6BD	81.30
Le Coz, Rosemarie	RE	Accounting	4AM	72.98
Ledezma, Erica	RE	Psychology	3BM	69.51
Lee, Samuel	RE	Economics	2AM	66.04
Little, Lisa	RE	Anthropology	6BM	78.56
Livingston, Barbara	RE	Business Administration	6BM	78.56
Lopez, Luis	RE	Bus. Comm. Office Tech	6AB	75.89
Maldonado, Christian	RE	Psychology	6BM	78.56
Maline, Rama	RE	Law	6BD	81.30
Martins, Melanie	RE	Psychology	3AM	69.51
Mayock, Matthew	RE	Philosophy	1BM	62.55
Melton, Jamahl	RE	History	1BM	62.55
Mendoza, Marisela	RE	Sociology	2AM	66.04
Merino-Hernandez, Humberto	RE	Economics	2BM	66.04
Mirza, Adam	RE	Accounting	4AD	75.54

Mishler, Katie	RE	History	2AM	66.04
Mitchell, Tonya	RE	Accounting	3BM	69.51
Morales, Xochitl	RE	Education	1BM	62.55
Moshiri, Farrokh	RE	Political Science	2BM	66.04
Mosley, Yolanda	RE	Political Science	6AM	78.56
Munoz, Davene	RE	Business Administration	3BM	69.51
Neuse, James	RE	Psychology	4AD	75.54
Nguyen, Kristina Dianne	RE	Psychology	2AM	66.04
Paquette, Ronald	RE	Business Administration	6BM	78.56
Pereira, Joao Paulo	RE	Philosophy	6AM	78.56
Perez, Imelda	RE	Business Administration	1AD	64.74
Pesanti, Keri	RE	Psychology	6BD	81.30
Poole, Heather Lorraine	RE	Law	2AD	68.35
Pozos-Flores, Hilda	RE	Psychology	3AM	69.51
Pueblos, Daniel	RE	Psychology	2AM	66.04
Putcha-Bhagavatula, Anila	RE	Psychology	2BD	68.35
Rajan, Apoorva	RE	Psychology	2AM	66.04
Ramdass, Jeff	RE	Psychology	2BM	66.04
Read, Robert	RE	History	4AM	72.98
Rendon, William	RE	Political Science	6AM	78.56
Sandoval, Carlos	RE	Psychology	6BM	78.56
Sauber, David	RE	Law	6BD	81.30
Saxon, Joseph	RE	Economics	3AM	69.51
Shopfner, Joyce	RE	Bus. Comm. Office Tech	6BB	75.89
Singim, Patricia	RE	Psychology	5BM	76.63
Sliff, Robert	RE	Philosophy	6BM	78.56
Smart, Bobbi-Lee	RE	Sociology	4BM	72.98
Smith (Schmidt), Stacey	RE	Economics	6BM	78.56
Smith, James	RE	Administration of Justice	4BD	75.54
Smith, Justin	RE	History	4BM	72.98
Sonnier, Greta	RE	Business Administration	1BD	64.74
Spooner, Gregory	RE	Philosophy	6BM	78.56
Stevenson, Kevin	RE	Business Administration	6BM	78.56
Susuki, Donald	RE	Political Science	2AM	66.04
Sutherland, Corine	RE	Philosophy	6BM	78.56
Swearengin, Rodney	RE	Philosophy	1BM	62.55
Swendson, Paul	RE	History	6BM	78.56
Tahernia, Farshid	RE	Economics	6BM	78.56
Tchulluian, Laura	RE	Law	3AD	71.94
Terrell, Bud	RE	Accounting	3AM	69.51
Titel, Marc	RE	Business Administration	6BM	78.56
Trieu, Tim Nam	RE	Business Administration	6AM	78.56
Troung, Phat	RE	Accounting/Finance	1AM	62.55
Tsuhako (Mazzarino), Joy	RE	Sociology	6BM	78.56
Ura, Masako	RE	Psychology	1BM	62.55
Van Dine, Barbara	RE	Business Administration	6BM	78.56
Vayo, Louis	RE	Economics	2AM	66.04
Vega,William	RE	Business Administration	1AM	62.55
Walquist, Brian	RE	Administration of Justice	6AM	78.56
Wang, Cherie	RE	Accounting/Finance	2AM	66.04

Wang, Sufen	RE	Accounting/Finance	3BM	69.51
Waszak, Leon	RE	History	6BD	81.30
Williams-Manser, Danylle	RE	Political Science	4AM	72.98
Wilson, Demitrius	RE	Business Administration	6AM	78.56
Wyszpolski, Jon	RE	Bus. Comm. Office Tech	6BM	78.56
Yanez, Norma	RE	Accounting/Finance	4AM	72.98
Yilan, Luo (Heidi)	RE	Economics	3AM	69.51
Youssef, Mariam	RE	Women's Studies	3AD	71.94
Ysais, Michelle	RE	Sociology	6BD	81.30

II. FINE ARTS/COMMUNICATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Goldsmith, Meredith	NH	Art History	1AM	62.55
Robertson, Carolyn	NH	Art History	1AM	62.55

III. HEALTH OCCUPATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Aiton, Amanda	RE	Culinary Arts	6BM	78.56
Alcala, Sharol	RE	Nursing	6BB	75.89
Arguellas, Arven	RE	Nursing	2AB	63.81
Artates, Evangeline	RE	Medical Assisting	5BM	76.63
Banh, Linh Gia (Michelle)	RE	Child Development	4BM	72.98
Becklerleg, Nicole	RE	Nursing	6BB	75.89
Benson, Marie	RE	Dental Hygiene	6AM	78.56
Black, Kathleen	RE	Child Development	4BM	72.98
Brabender, Marcelene	RE	Dental Hygiene	6BM	78.56
Bucho, Patricia	RE	Medical Assisting	5BB	74.05
Castro, Viola	RE	Nursing	1BB	60.43
Cochran, Melody	RE	Nursing	5BM	76.63
Contreras, Anne	RE	Dental Assisting	2BM	66.04
Coursey, Nancy	RE	Physical Therapist Assistant	6BB	75.89
Damaso, Stacy	RE	Culinary Arts	6BB	75.89
DeHass, Linda	RE	Physical Therapist Assistant	2BD	68.35
Delgadillo, Martha	RE	Nursing	3BM	69.51
Diaz, Emma	RE	Pharmacy Technician	2BM	66.04
DiPietro-Fife, Diann	RE	Dental Hygiene	6BB	75.89
Felix, Debbie	RE	Nursing	4BM	72.98
Fojas, Jose	RE	Physical Therapist Assistant	1BD	64.74
Friend, Janet	RE	Medical Assisting	1BM	62.55
Gemmill, Orfilda	RE	Nursing	4AM	72.98
Gurrola, Maria	RE	Medical Assisting	5AB	74.05
Hurtado, Teresa	RE	Dental Assisting	4BB	70.52
Kane, Raenie	RE	Medical Assisting	2BM	66.04
Knapp, Joni	RE	Nursing	6BM	78.56
Layne, Jean	RE	Child Development	6BB	75.89

Martinez, Rocio	RE	Medical Assisting	2AB	63.81
Mendoza, Jesus	RE	Pharmacy Technician	3AM	69.51
Montez-Ochoa, Virginia	RE	Nursing	6AD	81.30
Myers, Kathy	RE	Child Development	3BM	69.51
Nguyen, Ann	RE	Dental Hygiene	6BM	78.56
Nicolas, Edlyne	RE	Culinary Arts	4AM	72.98
Ninomiya, Kathy	RE	Dental Hygiene	6BB	75.89
Ortega, Monica	RE	Nursing	3AM	69.51
Pullman, Stephanie	RE	Child Development	2BM	66.04
Quirk, Jean	RE	Dental Assisting	6BB	75.89
Ramirez, Michelle	RE	Child Development	3BM	69.51
Roberts, Rene	RE	Child Development	6BM	78.56
Roque, Guadalupe	RE	Child Development	3AM	69.51
Rubottom, Jenese	RE	Nursing	6BM	78.56
Sandoval, Yolanda	RE	Child Development	4BM	72.98
Saucedo, Marisol	RE	Dental Assisting	6BB	75.89
Schmidt, Clifford	RE	Medical Assisting	6BB	75.89
Segovia, Erika	RE	Dental Assisting	2AB	63.81
Silva, May	RE	Child Development	6BM	78.56
Smith, Shawna	RE	Nursing	6BB	75.89
Tharuvai, Shanthi	RE	Child Development	1BM	62.55
Upadhyaya, Katy	RE	Nursing	2AB	63.81
Vidal, Lina	RE	Medical Assisting	2AB	63.81
Wu, Suyen	RE	Child Development	5AD	79.32
Yannitelli, Kristine	RE	Nursing	2AB	63.81
Yu, Jessica	RE	Culinary Arts	4AM	72.98

IV. LIBERAL ARTS

Part-Time Instructors

Name	**Status***	**Discipline**	**Salary Placement****	**Rate**
Stammler, Courtney	RE	English	2AM	66.04
Michel, Laura	NH	Speech	1AM	62.55
DeFrance, Robert	RE	English	5AM	76.63
Aguirre, Selene	NH	Speech	1AM	62.55
Cox, Wyatt	NH	ESL	1AM	62.55

V. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Afrasiabi, Javid	RE	Physics	2AD	68.35
Aguilar Bastida, Rocio	RE	Mathematics	1AM	62.55
Amin, Jwan	NH	Geology	1AM	62.55
Bakalyar, Allen	RE	Physics	1BM	62.55
Barajas, Daniela	RE	Earth Science	4BM	72.98
Bateman, Michael	RE	Mathematics	6BM	78.56
Beach, Alyssa	NH	Geology	1AM	62.55
Bell, Priscilla	RE	Chemistry	6BD	81.30
Berekian, Beverly	RE	Earth Science	5BM	76.63
Bonakdar, Mehrdad	RE	Mathematics	6BM	78.56
Buschauer, Robert	RE	Physics	6BM	78.56
Christov, Romy	RE	Earth Science	5BM	76.63
Chung, Phoebe	RE	Mathematics	6BM	78.56
Cocca, Stephanie	RE	Biology	5AM	76.63
Conley, John	RE	Earth Science	2BM	66.04
Dahl, Michael	RE	Chemistry	4AM	72.98
Daigle, Maurice	RE	Mathematics	6BM	78.56
Dukhovny, Olga	RE	Chemistry	6BM	78.56
Flores, Wilfredo	RE	Mathematics	6BM	78.56
Ford, Diane	RE	Mathematics	6BM	78.56
Gillotte, Christopher	RE	Mathematics	4BM	72.98
Godwin, Susan	RE	Mathematics	6BM	78.56
Ho, Thach	RE	Chemistry	6BM	78.56
Hugenberger, Scott	RE	Physics	6BD	81.30
Hultman, Jason	RE	Mathematics	3AM	69.51
Huss, Bradley	RE	Biology	2AM	66.04
Igolnikov, Mark	RE	Mathematics	6BM	78.56
Johnson, John	RE	Mathematics	6BM	78.56
Johnson, Wayne	RE	Biology	6BM	78.56
Kemp, Robert	NH	Physics	1AM	62.55
Kennedy, Wentsworth	RE	Biology	4AD	75.54
Kuo, Yufu	RE	Biology	3BD	71.94
Lai, Karen	RE	Mathematics	4AM	72.98
Majewski, Adam	RE	Biology	4AM	72.98
Maltz, Natalie	RE	Biology	1BM	62.55
Martinez, Chelsea	NH	Chemistry	1AD	64.74
Mathur, Raghubanish	RE	Chemistry	3AM	69.51
McElroy, Douglas	RE	Physics	5BD	79.32
McNulty, Susan	RE	Biology	6AD	81.30
Montegary, Matthew	RE	Mathematics	3AM	69.51
Morales, Gilbert	RE	Biology	6BM	78.56
Murugiah, Yarlmoli	RE	Mathematics	3BM	69.51

Nauli, Sehat	RE	Chemistry	2AM	66.04
Nguyen, Minhthong	RE	Computer and Information Sciences	2BM	66.04
Ninh, Joseph	RE	Mathematics	6BM	78.56
Okbamichael, Mussie	RE	Earth Science	6BD	81.30
Oritz, Lorena	RE	Mathematics	6BM	78.56
Pallwitz, Karla	RE	Mathematics	6BM	78.56
Palmier, Christine	RE	Biology	6BD	81.30
Pham, Mai-Anh	RE	Mathematics	6BM	78.56
Phan, Henry	RE	Mathematics	6BM	78.56
Rath, Carolyn	RE	Earth Science	5BM	76.63
Reyes, Jesus	RE	Biology	3AM	69.51
Roque, Tatiana	RE	Mathematics	6BM	78.56
Sarvi, Kayvon	RE	Mathematics	4BM	72.98
Schiefelbein, Holly	RE	Biology	2AM	66.04
Souki, Stuart	RE	Biology	3AD	71.94
Surfas, Lesley	RE	Earth Science	6BM	78.56
Takemae, Seiji	RE	Physics	2BM	66.04
Takeuchi, Keven	RE	Mathematics	6BM	78.56
Tamminga, Scott	RE	Biology	6BM	78.56
Taylor, Thomas	RE	Biology	6BM	78.56
Tran, Thein	RE	Mathematics	4AM	72.98
Ulloa, Daniel	RE	Physics	2AM	66.04
Valentine, Marie	RE	Mathematics	4AM	72.98
Wong, Kwok Wah (James)	RE	Physics	1AB	60.43
Yi, Paul	RE	Mathematics	5BM	76.63
Yi, Sally	RE	Mathematics	6BM	78.56
Yu, Andy	RE	Mathematics	4AM	72.98

VI. TECHNOLOGY

Part-Time Instructors			**Salary**	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Arias, Rogelio	RE	Machine Tool Technology	3BB	67.16
Arvizo, David	RE	Welding	6BB	75.89
Barnes, James	RE	Machine Tool Technology	6BB	75.89
Chavez, Prudencio	RE	Automotive	2AB	63.81
Corzo, Rolando	RE	Automotive Collision Repair	4AB	70.52
Ferre, Brian	RE	Automotive Collision Repair	6BB	75.89
Figueroa, Melissa M.	RE	Welding	2BB	63.81
Fitzgerald, Barrett (Mike)	RE	Plastics Manufacturing Technology	6BB	75.89
Gallagher, Pete	RE	Automotive	2BB	63.81
Gonzalez, Jaime	RE	Automotive Mechanical Repair	5AB	74.05
Gonzalez, Juan	RE	Automotive Mechanical Repair	6BB	75.89
Gurrola, Carlos	RE	Manufacturing	6BB	75.89
Heng, Ty	RE	Welding	1AM	62.55
Hernandez, Ben	RE	Woodworking Manufacturing Tech	5BB	74.05
Hogan, David	RE	Woodworking	6BB	75.89
Husted, Curtis	RE	Machine Tool Technology	2BB	63.81

Hutchison, Philip	RE	Automotive Collision Repair	6BB	75.89
Jacobo, Cesar	RE	Automotive Mechanical Repair	6BB	75.89
Jamka, Alan	RE	Engineering Design Technology	6BM	78.56
Koford, Brian	RE	Woodworking Manufacturing Tech	6BB	75.89
Krause, Peter	RE	Woodworking Manufacturing Tech	6BB	75.89
Lemaster, Erin	RE	Architecture	2AB	63.81
Loucks, Eric	RE	Woodworking Manufacturing Tech	3BB	67.16
Maine, Robert	RE	Automotive Mechanical Repair	4AB	70.52
Martin, Eduardo	RE	Automotive Mechanical Repair	5BB	74.05
Mendoza, Luis	RE	Plastics Manufacturing Technology	6BM	78.56
Miller, Brian	RE	Woodworking Manufacturing Tech	6BB	75.89
O'Farrell, Fergus	RE	Plastics Manufacturing Technology	6BB	75.89
Paul, Daniel	RE	Architecture	6BM	78.56
Perkins, David	RE	Welding	6BB	75.89
Phinney, Peter K.	RE	Architecture	6BM	78.56
Roehrs, Kurt	RE	Automotive Collision Repair	2BB	63.81
Roper, David	RE	Automotive Mechanical Repair	4BM	72.98
Sanchez, Carlos	RE	Woodworking Manufacturing Tech	6BB	75.89
Spaziano, Mike	RE	Plastics Manufacturing Technology	4AB	70.52
Stainbrook, Frank	RE	Welding	1AB	60.43
Supple, Marty	RE	Automotive Mechanical Repair	6BB	75.89
Thornbury, Robert	RE	Woodworking Manufacturing Tech	6BB	75.89
Treadwell, Gary	RE	Automotive Mechanical Repair	4AM	72.98
Trimble, William	RE	Woodworking Manufacturing Tech	6BM	78.56
Van, Holly	RE	Architecture	4BM	72.98
Vasilik, Rick	RE	Automotive Mechanical Repair	6BB	75.89
Villalon Jr., Ramiro	RE	Architecture	5AB	74.05
Wood, John	RE	Woodworking Manufacturing Tech	6BB	75.89

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate

2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 28

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 2017-2018 & 2018-2019 Academic Year

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

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Administrative Clerk III (Community Education/Categorically Funded), Classified Salary Schedule, Grade 27, Step 1 ($3,581.00/month) effective date XXX: [Name to be provided on the Revision]

DSPS Specialist (DSPS/Categorically Funded; 3 positions), Classified Salary Schedule, Grade 38, Step 1 ($4,608.00/month) effective date XXX: [Names to be provided on the Revision]

Graveyard Dispatcher – Campus Police (Campus Police/Categorically Funded), Classified Salary Schedule, Grade 27, Step 1 ($3,670.53/month, includes 2.5% graveyard differential) effective date XXX: [Name to be provided on the Revision]

Instructional Lab Technician III – Biology (SEM), Classified Salary Schedule, Grade 36, Step 1 ($4,397.00/month) effective date XXX: [Name to be provided on the Revision]

Maintenance Mechanic (Facilities), Classified Salary Schedule, Grade 34, Step 1 ($4,203.00/month) effective date XXX: [Name to be provided on the Revision]

Program Facilitator Community Education/Categorically Funded), Classified Salary Schedule, Grade 38, Step 1 ($4,608.00/month) effective date July 23, 2018: Zolita Fisher

Senior Applications Analyst (Information Technology), Classified Salary Schedule, Grade 52, Step 1 ($6,400.00/month) effective date XXX: [Name to be provided on the Revision]

Out-of-Class* assignment as Senior Network Administrator, Classified Salary Schedule, Grade 55, Step 5 ($8,290.00/month) effective July 2, 2018, not to exceed December 31, 2018 or until position has been filled: Vincent Orton

Out-of-Class* assignment as Instructional Scheduling Specialist, Classified Salary Schedule, Grade 34, Step 5 ($5,051.00/month) effective July 2, 2018, not to exceed December 31, 2018 or until position has been filled: Caitlin Mullins

** 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: July 18, 2018

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2018, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Carias Castro, Luis Eduardo	Information Technology	Senior Clerk	$11.00/hr	06/25/18
Gajaweera, Kaushalya	SEM	Aides - General Clerical	$11.00/hr	06/20/18
Gonzalez Magana, Zaira*	EPP	Instructional Aide I	$11.00/hr (1)	05/11/18
Hernandez, Brooke E.*	Adult Education	Community Education Specialist	$30.27/hr	05/16/18
Lizarraga, Maria del Carmen*	CTE	Administrative Clerk II	$22.03/hr	06/01/18

III. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2019, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Acosta, Fabian	Campus Police	Cadet lll	$11.00/hr	06/06/18
Aguilar, Veronica	Counseling	Program Facilitator	$14.32/hr	06/21/18
Alcocer, Terry	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Alenikov, Aliya	Business/Humanities	Instructional Aide I	$11.00/hr	06/26/18
Alenikov, Teresa Ann*	CTE	Continuing Education Business Tech.	$52.47/hr	06/06/18
Alpenia, Elaine	Student Activities	Student Activities Clerk	$11.00/hr	06/07/18
Amavizca, Keila Yadira	Student Affairs	Student Affairs Technician	$12.02/hr	06/07/18
Amezcua, Veronica*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Anagnostou, Nektaria Z.**	HPEDA	Aquatics Specialist	$11.00/hr	06/21/18
Arnsparger, William**	HPEDA	Sport Specialist	$12.22/hr	06/07/18
Badesha, Kirndeep*	Career Services	Intermediate Clerk	$11.00/hr	06/07/18
Baeza, Tristin C.	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Barrios, Alondra	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Becerra, Abigail	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Berumen, Victoria*	EPP	Instructional Aide l	$11.00/hr (1)	06/06/18

* Categorically Funded
** Specially Funded

Name	Unit	Classification	Rate	Cleared for Employment
Besse, Trevor	Campus Police	Cadet II	$11.00/hr	06/06/18
Betanzos, Maxx Aric	Student Affairs	Student Affairs Technician	$12.05/hr	06/07/18
Botello, Matthew A.*	EPP	Vocational Ed. & Special Project Assistant	$17.04/hr	06/21/18
Briseno, Jacqueline*	CalWORKs	Clerk	$11.00/hr	06/25/18
Bryant, Devionne	Success Center	Instructional Aide II	$13.97/hr (2)	06/21/18
Cabrera, Angel Luis	Student Affairs	Student Affairs Technician	$12.05/hr	06/07/18
Caguioa, Allen Charles	Student Activities	Student Affairs Assistant	$14.32/hr	07/07/18
Cai, Jeffrey*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Cano, Andrea L.	Business/Humanities	Secretary	$11.78/hr	06/06/18
Castillo, Anthony*	Career Services	Assessment Clerk	$11.00/hr	06/21/18
Centeno, Stephanie	Student Affairs	Student Affairs Technician	$12.05/hr	06/07/18
Cheeks, Patricia A.*	CTE	Program Facilitator	$14.32/hr	06/20/18
Clark, Taya**	HPEDA	Aquatics Specialist	$11.00/hr	06/07/18
Cobos, Salina L.*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Corona, Silvia	Success Center	Instructional Aide II	$13.30/hr (1)	06/21/18
Corral, Issac Joseph*	Financial Aid	Clerk	$11.00/hr	06/07/18
Covarrubias, Lizette*	Counseling	Program Facilitator	$14.32/hr	06/21/18
De Avila, Enrique Daniel	Student Affairs	Student Affairs Technician	$12.05/hr	06/70/18
De Haas, Lindsay*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Delgado, Yosberani*	Financial Aid	Clerk	$11.00/hr	07/07/18
Diaz, Genesis D.	Success Center	Instructional Aide II	$13.30/hr (1)	06/07/18
Diaz, Genesis D.	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Dilger, Nicholas*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Elizarraraz, Jacqueline	Campus Police	Cadet III	$11.00/hr	06/06/18
Espejo, Graciela B.	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Estrada, Zachary J.**	HPEDA	Aquatics Specialist	$11.00/hr	06/07/18
Fernandez, Mateo De Reza**	HPEDA	Aquatics Specialist	$11.00/hr	06/21/18
Fletcher Uranga, Madeline**	EPP	Vocational Ed. & Special Project Assistant	$17.04/hr	06/21/18
Fragoso, Briana	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Gallardo, Saul	Campus Police	Cadet II	$11.00/hr	06/06/18
Galvez-Prado, Celeste	Student Affairs	Student Affairs Technician	$12.05/hr	06/70/18
Garcia, Aviance	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Gilreath, Christian*	Counseling	Recreational Activity Specialist	$14.18/hr	06/07/18

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: July 18, 2018

Name	Unit	Classification	Rate	Cleared for Employment
Giron, Patricia	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Gomez, Cristian	Campus Police	Cadet II	$11.00/hr	06/06/18
Gonzalez, Alejandra M.*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Gonzalez, Belen Astorga*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Gonzalez, Benjamin	Technology	Instructional Aide II	$13.30/hr (1)	06/06/18
Gonzalez, Cesiah A.	Campus Police	Cadet III	$11.00/hr	06/06/18
Henriquez, Alexis T.	Campus Police	Cadet II	$11.00/hr	06/06/18
Hernandez Mendoza, Ariana	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Hernandez, Daniel	Academic Affairs	Secretary Clerk	$11.00/hr	06/07/18
Hernandez, Lorena*	Health Occupations	Community Education Specialist	$30.27/hr	06/21/18
Hernandez, Steven	Success Center	Instructional Aide II	$13.30/hr (1)	06/26/18
Hernandez, Zachary R.*	EOPS	Instructional Aide II	$13.30/hr (1)	06/07/18
Hinton, Olivia J.**	EPP	Instructional Aide II	$14.67/hr (3)	06/21/18
Hinton, Sarah Michelle**	EPP	Instructional Aide II	$14.67/hr (3)	06/21/18
Hipolito, Christian	Student Activities	Student Affairs Assistant	$14.32/hr	06/07/18
Izazaga, Edwing	Campus Police	Cadet lV	$12.00/hr	06/06/18
Jones, Paulina Selene	Academic Affairs	Program Assistant II	$11.78/hr	06/07/18
Jones-Horwood, Kelley	Public Affairs	Administrative Secretary	$13.64/hr	06/21/18
Karki, Anuska	Success Center	Instructional Aide II	$13.30/hr (1)	06/07/18
Khong, Courtney**	HPEDA	Aquatics Specialist	$11.00/hr	07/07/18
Kim, Min Jeong	Success Center	Instructional Aide II	$13.30/hr (1)	06/21/18
Kristinat, Katrina J.	IERP	Development Assistant	$14.32/hr	06/21/18
Leguizamon, Tatiana*	Career Services	Secretary Clerk	$11.00/hr	06/21/18
Les, Olena O.	Student Affairs	Student Affairs Technician	$12.05/hr	06/07/18
Lizarraga, Maria del Carmen*	CTE	Administrative Clerk II	$22.03/hr	05/16/18
Loera, Jose	Campus Police	Cadet III	$11.00/hr	06/06/18
Lopez, Daniela	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Lucio, Dayanara*	EPP	Instructional Aide I	$11.00/hr (1)	06/06/18
Luna, Javier	Counseling	Intermediate Typist Clerk	$11.00/hr	06/07/18
Magana, Vicky	Counseling	Intermediate Typist Clerk	$11.00/hr	05/21/18
Malfavon, Allen*	EOPS	Instructional Aide II	$13.97/hr (2)	06/11/18
Martinez, Christy	Student Activities	Student Affairs Assistant	$14.32/hr	05/21/18
Martinez, Christy	Student Affairs	Student Affairs Technician	$12.05/hr	05/21/18

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: July 18, 2018

Name	Unit	Classification	Rate	Cleared for Employment
McIntosh, Sarah	Success Center	Instructional Aide II	$13.30/hr (1)	06/26/18
Medina, Angelica	Success Center	Instructional Aide II	$13.30/hr (1)	05/29/18
Mendez-Romo, Alejandra	Success Center	Instructional Aide II	$13.30/hr (1)	05/21/18
Mendez-Romo, Alejandra	Counseling	Intermediate Typist Clerk	$11.00/hr	05/21/18
Mendoza, Wendy	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Michel, Aimee	Campus Police	Cadet II	$11.00/hr	05/21/18
Miranda, Jessica	Counseling	Intermediate Typist Clerk	$11.00/hr	05/21/18
Montes De Oca, Erica A	Success Center	Instructional Aide I	$11.00/hr (1)	05/15/18
Montez-Ochoa, Virginia*	Health Occupations	Continuing Education Specialist/ Health Occupations	$52.47/hr	06/25/18
Montoya Iberri, Luisafer	Technology	Instructional Aide II	$13.30/hr (1)	05/11/18
Moreno, Angela*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Munday, Ariel	Campus Police	Cadet IV	$12.20/hr	05/21/18
Munozvilla, Jubilee	Success Center	Instructional Aide II	$13.30/hr (1)	05/30/18
Murillo-Reyes, Esmeralda	Student Activities	Student Affairs Assistant	$14.32/hr	05/21/18
Navarro, Diana*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Navarro, Melissa	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Nellermore,Daniel P**	HPEDA	Aquatics Specialist	$11.00/hr	06/06/18
Nelson, Edward	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Nelson, Linda	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Newport, Alexandra*	SEM	Instructional Aide II	$13.30/hr (1)	06/25/18
Obmasca, Maria Gladys D	Success Center	Instructional Aide I	$11.00/hr (1)	05/21/18
Oliveira, Juliana**	HPEDA	Aquatics Specialist	$11.00/hr	06/07/18
Oramas, Aris	Success Center	Instructional Aide II	$14.67/hr (3)	06/25/18
Ortiz, Javier*	EPP	Instructional Aide I	$11.00/hr (1)	05/18/18
Osorio, Dennis	Student Activities	Student Affairs Assistant	$14.32/hr	05/21/18
Palencia, Mireya*	EOPS	Instructional Aide II	$14.67/hr (3)	06/11/18
Palomera, Gregorio Jr	Campus Police	Cadet II	$11.00/hr	05/21/18
Panganiban, Kurt Emmanuel	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Panganiban, Kurt Emmanuel	Student Affairs	Student Affairs Technician	$12.05/hr	05/18/18
Paredes, Jonathan	Success Center	Instructional Aide I	$11.00/hr (1)	05/30/18
Passi, Amanda*	CalWORKs	Special Population Coordinator	$17.04/hr	06/11/18
Paz, Eduardo*	Counseling	Recreational Activity Specialist	$14.18/hr	05/21/18

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: July 18, 2018

Name	Unit	Classification	Rate	Cleared for Employment
Peck, Kelly*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Pena, Glen*	Counseling	Recreational Activity Specialist	$14.18/hr	05/21/18
Perez Vega, Francisco	Counseling	Intermediate Typist Clerk	$11.00/hr	05/21/18
Perez, Andres	Success Center	Instructional Aide I	$11.00/hr (1)	05/15/18
Powers, Patricia	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Price, Drue	Campus Police	Cadet III	$11.00/hr	05/21/18
Puertas, Kevin Alejandro	Success Center	Instructional Aide II	$13.30/hr (1)	06/13/18
Quick, Kay	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Ramirez, Adrian*	Counseling	Recreational Activity Specialist	$14.18/hr	05/30/18
Ramirez, Anna	Counseling	Intermediate Typist Clerk	$11.00/hr	05/21/18
Ramos, Alexandra C	Campus Police	Cadet II	$11.00/hr	05/21/18
Rauth, Nishi	Success Center	Instructional Aide II	$13.30/hr (1)	06/13/18
Reyes, Dolores	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Rios, Melina	Student Affairs	Student Affairs Technician	$12.05/hr	05/21/18
Rivera, Isaiah J	Campus Police	Cadet III	$11.00/hr	05/21/18
Romero, Alex*	EOPS	Instructional Aide II	$13.97/hr (2)	06/11/18
Rosales, Jacqueline	Admissions & Records	Registration Account Clerk	$11.18/hr	06/05/18
Rosales, Paola *	Financial Aid	Clerk	$11.00/hr	05/29/18
Ross, Rosina	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Rueda, Emmanuel	Student Affairs	Student Affairs Technician	$12.05/hr	05/21/18
Ruiz, Angel	Success Center	Instructional Aide II	$13.30/hr (1)	06/13/18
Ruiz, Jennifer*	International Student Services	Clerk	$11.00/hr	05/21/18
Ruiz, Rita	Business	Instructional Aide I	$11.00/hr (1)	05/22/18
Samms, Robert Andrew	EPP	Instructional Aide I	$11.00/hr (1)	06/26/18
Sandoval, Rosa	Counseling	Intermediate Typist Clerk	$11.00/hr	05/23/18
Sandoval, Valeria*	Financial Aid	Clerk	$11.00/hr	05/29/18
Santos, Justine	Success Center	Instructional Aide II	$13.97/hr (2)	06/26/18
Sarabia, Dominic	Business	Program Facilitator	$14.32/hr	05/21/18
Sayo, Kimberly Joy	SEM	Aides - General Laboratory	$11.00/hr	06/05/18
Sepulveda, Cecilia	Business	Instructional Aide I	$11.00/hr (1)	05/22/18
Serna, Magarita**	Community Education	Continuing Education Specialist I/ Kids College	$30.27/hr	05/29/18
Sevilla Garcia, Magali**	Student Health Services	Health Service Clerk	$13.49/hr	06/06/18

* Categorically Funded
** Specially Funded

Name	Unit	Classification	Rate	Cleared for Employment
Shahon, Jessica*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Shannon, Katrina	Campus Police	Cadet II	$11.00/hr	05/21/18
Simons-Araya, Isaac	Student Activities	Student Affairs Assistant	$14.32/hr	05/21/18
Simpson, Scott	Counseling	Recreational Activity Specialist	$14.18/hr	05/21/18
Siofele, Daniela*	CTE	Program Facilitator	$14.32/hr	06/25/18
Smith, Krisstina J	Student Affairs	Student Affairs Technician	$12.05/hr	05/21/18
Spaziano, Ashlyn*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Steele, John	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Subedi, Ashok*	CalWORKs	Instructional Aide II	$14.67/hr (3)	06/07/18
Subedi, Ashok*	Success Center	Instructional Aide II	$14.67/hr (3)	06/07/18
Sun, Dylan	SEM	Instructional Aide II	$13.30/hr (1)	06/14/18
Tellez-Sanchez, Crystal	Campus Police	Cadet III	$11.00/hr	05/21/18
Tello, Isis*	Health Occupations	Community Education Specialist	$30.27/hr	06/25/18
Thiel, Joan T	Student Activities	Student Activities Clerk	$11.00/hr	05/21/18
Tippet, Cameron*	EPP	Instructional Aide I	$11.00/hr (1)	05/29/18
Valdez, Lizette	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Vargas, Maddison C*	Business	Secretary	$11.78/hr	05/30/18
Velazquez, Ashley	Campus Police	Cadet II	$11.00/hr	05/21/18
Villalta Salazar, Melanie	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Villarreal, Francisco	Success Center	Instructional Aide II	$13.30/hr (1)	05/30/18
Villasenor, Oneyra	Counseling	Intermediate Typist Clerk	$11.00/hr	05/23/18
Wan, Lucy	Success Center	Instructional Aide II	$13.30/hr (1)	06/25/18
Westdal, Carolyn**	HPEDA	Continuing Education Specialist/Recreation	$17.49/hr	05/21/18
Yang, Alexander*	CDC	CDC Substitute Teacher	$21.52/hr	06/25/18
Yu, Jacqueline Mann-Ting	Student Affairs	Student Affairs Technician	$12.05/hr	05/18/18
Zamorano, Samantha	Career Services	Intermediate Clerk	$11.00/hr	06/11/18

* Categorically Funded
** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

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, 2018, for a period not to exceed June 30, 2019.

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. Ms. Baskette replaced Dr. Smith-Robbins, who replaced Dr. DeLong. These managers were formerly performing these duties in an out-of-class assignment.

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 7 ($14,563) to Grade 44, Step 7 ($15,541). Ms. Baskette will move from Grade 42, Step 5 ($13,648) to Grade 44, Step 5 ($14,563). 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: **July 18, 2018**
Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President, Human Resources
Assistant Superintendent

PREPARED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: Consideration of Approval of Request for Unpaid Leave of Absence: Dr. David Betancourt, Professor (Music Department)

ACTION
It is recommended that the Board of Trustees approve Dr. David Betancourt's request for a 100% unpaid leave of absence due to personal reasons for the period of September 25, 2018 through October 4, 2018.

FISCAL IMPACT
Replacement cost may or may not have a financial impact depending on the substitute's salary rate.

REPORT SUMMARY
According to the provisions of Article 28 of the Cerritos College Faculty Federation, Local 6215, Collective Bargaining Agreement, a full-time faculty unit member may request an unpaid leave of absence for personal reasons. Requests for unpaid leave of absence for more than five days but less than one calendar year must be placed on the Board agenda for consideration of approval by the Board of Trustees. Dr. Betancourt submitted a request for an unpaid leave of absence due to personal reasons for the period of September 25, 2018 through October 4, 2018. The immediate supervisor, Dr. Gary Pritchard, Instructional Dean of Fine Arts/Communications, and Rick Miranda, Vice President of Academic Affairs, reviewed and recommended approval of Dr. Betancourt's unpaid leave request.

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: **July 18, 2018**
Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Classified Reclassifications in Accordance with the Provisions of the Classified Collective Bargaining Agreement

ACTION
It is recommended that the Board of Trustees approve the classified reclassifications in accordance with Article 5.13 Reclassification Procedures of the Classified collective bargaining agreement as presented on the attached list effective July 1, 2018; and approve the revisions to the classified job description for the position of Web Support Technician.

FISCAL IMPACT
The estimated annual cost is $14,750.00 which will come from the General Fund.

REPORT SUMMARY
The Reclassification Joint Committee, consisting of three representatives appointed by CSEA and three representatives appointed by the District, reviewed and analyzed the 2017-2018 reclassification requests and provided written recommendations to the District Executive Council.

All participants in the reclassification joint committee were trained in the Ewing Factor System (EFS) prior to reviewing the reclassification requests. Employees had the opportunity to meet with the joint committee to clarify or add further information to support their request. The committee met with the supervisors of those employees seeking reclassification. After detailed analysis, the joint committee provided its recommendations for each request to Executive Council.

Executive Council read each reclassification request and reviewed the recommendations made by the joint committee. Executive Council is recommending approval of the classified reclassifications as presented on the attached list for implementation effective July 1, 2018.

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

ATTACHMENT(S)
2017-2018 Reclassification Process Recommendations
Revised Job Description: Web Support Technician

Cerritos College

2017-2018 Reclassification Process Recommendations

Name	Current Job Title	Current Grade	Executive Council Recommendation	Recommended Grade
Chavez, Samuel	Web Support Technician	33	Web Support Technician **	36 *
Diaz, Tischel	Administrative Clerk II	24	Program Assistant	30
Towhid, Kristen	Administrative Secretary I	30	Program Assistant	30

* New salary grade
** Revised job description

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

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

SUBJECT: **Receive the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for Negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and Notification of a Public Hearing at the August 15 Regular Board Meeting (Office of Human Resource Services)**

ACTION

It is recommended that the Board of Trustees receive the attached initial proposal from the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and for public hearing in accordance with State Government Code section 3547.

In accordance with Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and, thereafter, shall be public record. The Cerritos Community College District hereby presents its initial proposal to the CSEA, Chapter #161. This proposal shall be available for public review in the President/Superintendent's Office from July 19 to August 15, 2018, and the public will have an opportunity to respond to this proposal at the next scheduled Board meeting, August 15, 2018.

FISCAL IMPACT

The financial implications are contingent on the results of negotiations.

REPORT SUMMARY

The attached initial proposal was submitted by the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, pursuant to the provisions of Article 2.4.1 and Article 28 of the CSEA-District Collective Bargaining Agreement and for review at the July 18, 2018, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the District's initial proposal. A public hearing item has been placed on the August 15, 2018, regular Board meeting agenda and the public shall have an opportunity to comment on the proposal. Following the public hearing, the Board shall discuss and adopt the District's initial proposal.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Cerritos Community College District's Initial Proposal for Negotiation of the Collective Bargaining Agreement between California School Employees Association (CSEA), Chapter #161, and the Cerritos Community College District for the Period July 1, 2018 to June 30, 2021.

Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

MEMORANDUM

Human Resources

DATE: July 5, 2018

TO: Lynn Laughon, President CSEA Chapter #161

FROM: Dr. Adriana Flores-Church, Vice President of Human Resources

RE: District Initial Proposal for Negotiations of the Collective Bargaining Agreement between CSEA, Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018, and ending June 30, 2021.

The following is the District's initial proposal for negotiations of the Collective Bargaining Agreement between CSEA, Chapter #161 and the District as per Article 2 for the period July 1, 2018-June 30, 2021:

Article 3 – Organization Rights

District proposes to quantify the number of release time hours given to union leadership for conducting union business.

Article 5 – Compensation

District proposes to discuss compensation for the term of the proposed contract in consideration of the state new allocation formula and the District budget.

Article 6 – Health and Welfare Benefits

District proposes to discuss health and welfare benefits for current and new employee for the term of the proposed contract in consideration of the state new allocation formula and the District budget.

Article 7 – Hours of Employment

District proposes to revise overtime contract language to account for minimum staffing levels.

Article 15 – Industrial Accident and Illness Leave

District proposes to amend contract language to comply with State regulations and account for an interactive process.

Article 17 – Child Rearing Leave

District proposes to amend contract language to comply with Parental Leave law (AB 2393).

Article 23 – Organizational Security – Payroll Deduction

District proposes to open this article to comply with US Supreme court decision in Janus v. American Federation of State, County, and Municipal Employees.

New Article – New Employee Orientation

District proposes to add contract language to comply with New Employee Orientation law (AB 119).

NOTE: District would like to address obsolete language and any necessary edits changes.

cc: Dr. Jose Fierro, President/Superintendent
Cerritos College Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Information Item: 2018-2019 Budget Planning Timeline

ACTION
This item is presented for informational purposes only.

FISCAL IMPACT
None

REPORT SUMMARY
In accordance with BP 6200 Budget Preparation, the Board of Trustees is presented with a schedule each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. The planning timeline has been presented to the College Committee on Planning and Budget on several occasions and was approved at the May 17, 2018 meeting.

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

ATTACHMENT(S)
2018-2019 Budget Planning Timeline

CERRITOS COMMUNITY COLLEGE DISTRICT
BUDGET DEVELOPMENT TIMELINE
Planning Year 2018-2019

Planning and Budget (PBC) Activity | **Business Office Activity**
Board Activity | **EC Activity**

	ACTIVITY	DATE(S)
1	**EC: Develop FTES Recommendation** for 2018-2019. Determine preliminary revenue estimates and assess key budget issues. Identify **Budget Assumptions**. Evaluation of current fiscal year program plan goals and objectives.	▶January 2018
2	**PBC Meeting**: Review the **Preliminary Budget Assumptions**	▶March 2018
3	**EC:** VPs Area Plans Due	▶ April 6, 2018
4	**Business Office:** Work with Departments to provide department budgets – due date	▶April, 2018
5	**PBC Meeting**: Review/Present College Annual Plan	▶April 19, 2018
6	**PBC Meeting**: Review/Recommend College Annual Plan	▶May 3, 2018
7	**EC**: **Review/Recommend College Annual Plan**	▶May 9, 2018
8	**Business Office:** Receive the College Annual Plan	▶May 10, 2018
9	**Business Office:** Prepare Preliminary Budget for EC review	▶May 23, 2018
10	**Business Office:** President/Superintendent/EC review and approval of Tentative Budget	▶May 30, 2018
11	**Board:** Approves Tentative Budget (Study Session)	▶ June 20, 2018
12	**EC**: Review **budget resource allocations/ augmentations/ enhancements**.	▶July 25, 2018
13	**Business Office:** President/Superintendent review Adopted Budget	▶Aug 15, 2018
14	**PBC Meeting**: Review and recommend **Adopted Budget**	▶Aug 16, 2018
15	**Business Office:** Books/General Ledger Closed	▶Aug 17, 2018
16	**Budget available for Public Review**	▶Aug 25, 2018
17	**Business Office: Campus Budget Forum -** 11AM-12:30PM; 5:30PM-7PM	▶Aug 28, 2018
18	**Board:** Adopts Budget (Public Hearing)	▶Sept 5, 2018
19	**PBC Meeting**: **Approve Planning Calendar** for Planning Year 2019-2020	▶Sept 20, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**

Agenda Item No. 35

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: Discussion Item: Request for Proposals (RFP) for Food and/or Concession Services and Survey Results

ACTION

The Board of Trustees will participate in a discussion of the RFP for Food Services and results of a campus wide survey in a presentation.

FISCAL IMPACT

Advertising costs will be allocated from the General Fund.

REPORT SUMMARY

Cerritos College is seeking proposals from companies with higher education experience and expertise to provide food and/or concession services on campus. The requirements are further described in Section 2 – Scope of Work and Technical Specifications in the attached draft document.

It is the intent of the College to receive responses to the Request for Proposals (RFP) and conduct a technical analysis, followed by interviews of short-listed companies in order to select a company which, in the opinion of the College, is best suited to perform the services. The purpose of this RFP, therefore, is to provide the College with the information necessary in order to select the company that provides the best value, taking into consideration the items noted in the RFP.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list, posting the solicitation on the Purchasing's Department's website, and other extensive outreach efforts.

An ad-hoc committee, comprised of all campus constituent groups, was formed in March 2018 to provide input to shape the Spring 2018 Food Survey and the RFP document. The Spring 2018 Food Survey was released on behalf of the committee on April 19, 2018 and closed on May 4, 2018. The Spring 2018 Food Survey report is attached for reference. Feedback from the committee representatives and the results of the survey was incorporated into the RFP. The RFP is tentatively scheduled to be released on August 14, 2018.

Proposals received in response to the RFP will be evaluated by a diverse panel of individuals familiar with the subject matter of the services to be provided. The evaluation committee will be comprised of all campus constituent groups—students, faculty, classified, confidential, and management employees—and will be facilitated by the Purchasing Department. A draft timeline of events that detail the ad-hoc committee's activities and the future release and schedule of the RFP is attached for reference, along with a draft of the RFP that was completed by the constituent group ad-hoc committee members.

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

ATTACHMENT(S)
Spring 2018 Food Service Survey Report, May 14, 2018
Draft Timeline, RFP No. 18C0001, Food and/or Concession Services
Draft of RFP No. 18C0001, Food and/or Concession Services

Institutional Effectiveness, Research, & Planning

Food Service Survey

May 14, 2018

This report examines students' and employees' experiences with Cerritos College's current on-campus dining and concession facilities. The results will inform strategies to improve the quality of food and drinks available to the campus community. The survey was conducted via convenience sample of students, staff, faculty, and administrators in the spring term of 2018.

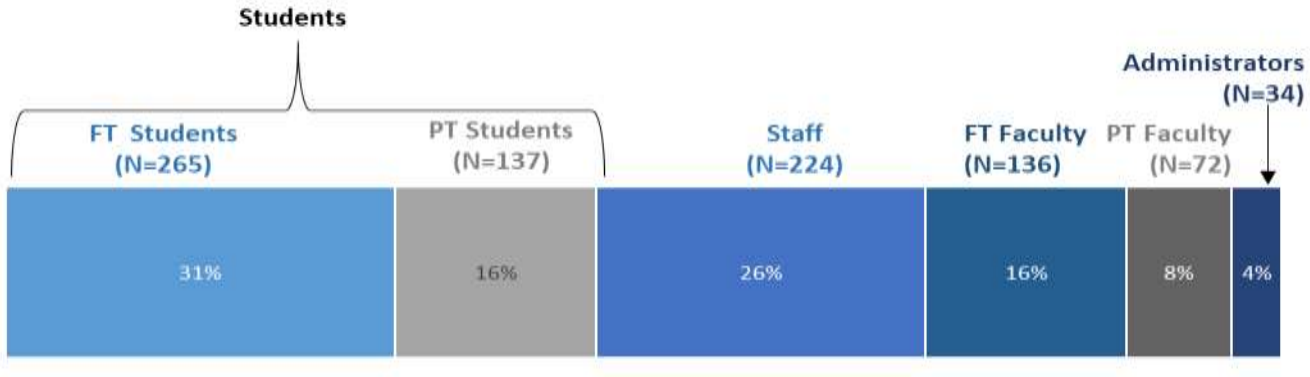
EXECUTIVE SUMMARY

- A number of respondents indicated dissatisfaction with the campus' current food options; however, the response rate to this item was lower than most items on the survey (*n*=663). 40% of the respondents indicated satisfaction.
- Respondents felt it was important to keep Subway and the Zebra Café.
- Students and employees felt that on-campus food should be affordably priced and offer healthy options.
- A plurality of students and employees expressed an interest in Italian, Mexican, and vegetarian foods.

Details of the Data

Cerritos College e-mailed an online survey link to students, staff, faculty, and administrators during the spring 2018 term. A total of 868 people responded. Approximately half (46%) of respondents were either full or part time students (Figure 1). The survey asked about respondents' views of campus food service, including their experiences with the current food service options, preferences for different types of food, and the importance of maintaining the campus' existing vendors. The results of this survey should be interpreted with caution because respondents were not probabilistically sampled and may not be representative of the Cerritos College community.

Figure 1. Students were the largest group of respondents.



Decision to Eat on Campus

The majority of both students (65%) and employees[1] (75%) reported that they bought food or drinks on campus (Figure 2). Students who did not buy food on campus cited the price, quality, and lack of healthy food (Figure 3). Similarly,

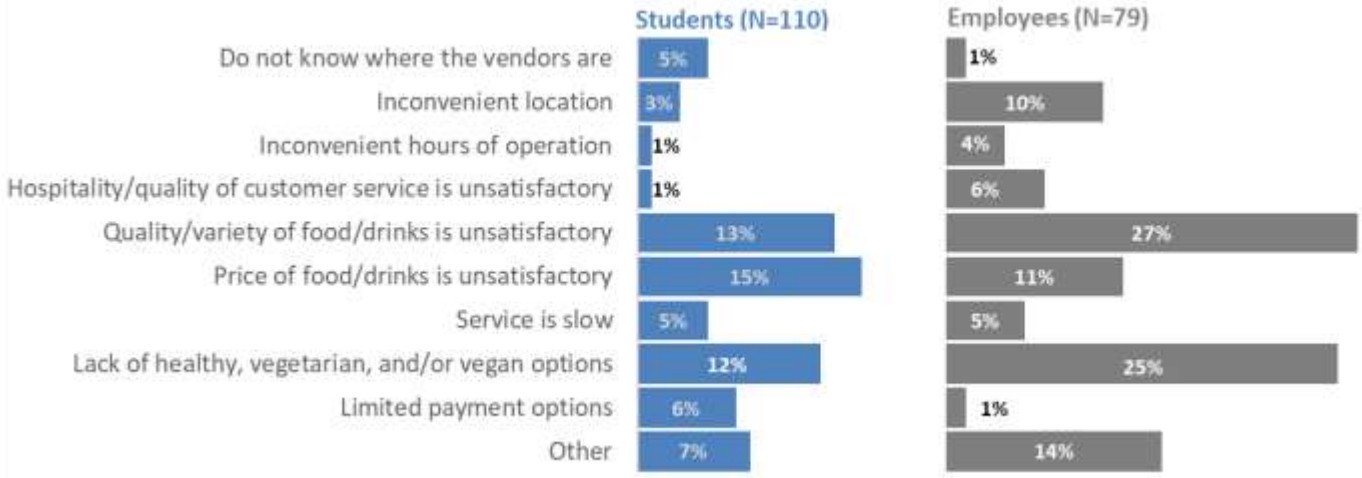
[1] The term "employees" refers to staff, faculty, and administrators.

employees who did not purchase food or drinks cited the quality and lack of healthy food. Appendix A contains a summary of the open-ended responses in the "Other" category.

Figure 2. The majority of respondents had purchased food on campus.



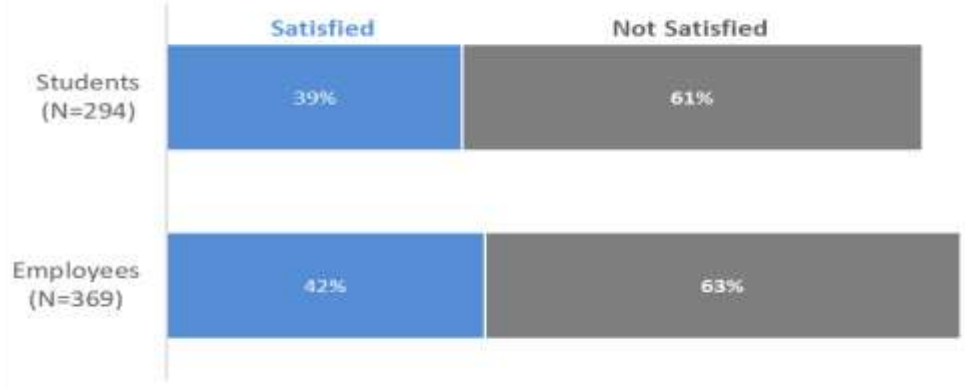
Figure 3. Both students and employees who did not eat on campus cited the lack of healthy options and the quality of food.



Satisfaction with Current Food Options

The survey asked respondents if they were satisfied with the quality and variety of food options on campus. A majority of both students (61%) and employees (63%) reported that they were not satisfied with the current food options (Figure 4). It is important to note that approximately one-quarter of students (27%) and approximately 17% of employees chose not to respond to this question.

Figure 4. A majority of student and employee respondents were dissatisfied with the campus' current food offerings.



Ranking the Importance of Aspects of Food Service

Respondents were asked to rank the importance of the following qualities of campus food services:

- Having healthy, vegetarian, and/or vegan options
- Affordable pricing
- Hospitality/quality of customer service
- Vendors offer employment opportunities for Cerritos College students
- Vendors are locally and/or privately owned (Non-franchise, non-corporate, etc.)
- Variety
- Convenient hours of operation
- Convenient location on campus

Analysis showed that healthy options and affordable pricing were the two most important qualities for both students and employees. A plurality of students (38%) ranked healthy options among their top three most important qualities and a majority (57%) ranked affordable pricing within their top three (Table 1). About half (49%) of employee respondents indicated that having healthy options ranked in their top three most important qualities (Table 2). Fifty percent of employees also ranked affordable pricing within their top three qualities.

Table 1. A plurality of students ranked affordable pricing as the most important quality of food service on campus.

	Rank							
Quality	1st	2nd	3rd	4th	5th	6th	7th	8th
Healthy, vegetarian, vegan options	18%	12%	8%	5%	5%	7%	3%	10%
Affordable pricing	29%	22%	6%	3%	4%	0%	2%	2%
Hospitality	3%	10%	18%	12%	7%	8%	6%	4%
Offer student employment	3%	4%	8%	13%	7%	9%	12%	11%
Vendors are locally/privately owned	3%	3%	4%	7%	14%	8%	13%	17%
Variety	5%	11%	11%	11%	8%	15%	4%	3%
Convenient hours	2%	4%	7%	9%	11%	11%	19%	3%
Convenient location	7%	3%	9%	7%	11%	8%	9%	17%

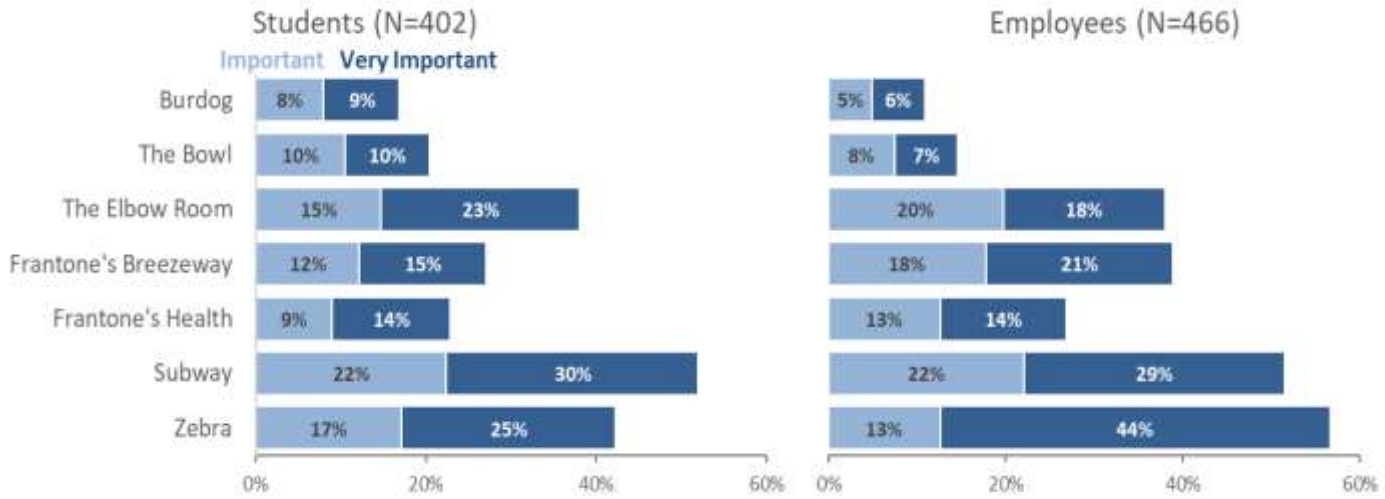
Table 2. A plurality of staff members, faculty, and administrators ranked healthy, vegetarian, and vegan options as the most important quality for food service on campus.

	Rank							
Quality	1st	2nd	3rd	4th	5th	6th	7th	8th
Healthy, vegetarian, vegan options	22%	10%	7%	6%	5%	6%	5%	11%
Affordable pricing	20%	19%	11%	6%	5%	4%	3%	2%
Hospitality	3%	7%	12%	13%	13%	12%	6%	2%
Offer student employment	4%	6%	9%	10%	8%	11%	14%	9%
Vendors are locally/privately owned	8%	6%	4%	6%	11%	8%	10%	22%
Variety	11%	10%	11%	12%	10%	8%	7%	3%
Convenient hours	4%	8%	10%	10%	10%	10%	13%	5%
Convenient location	8%	7%	7%	8%	9%	9%	10%	17%

Importance of Keeping Vendors

The survey asked respondents to rate the importance of keeping the campus' existing vendors on a scale ranging from *Not at all Important* to *Very Important*. Figure 5 shows the percentage of each group that felt it was important or very important to keep each establishment. The majority of students reported that keeping Subway (52%) was important or very important. A plurality of students rated keeping Zebra Café (42%) as important or very important. Similarly, a majority of employees felt that keeping Subway (51%) and Zebra Café (57%) was important or very important.

Figure 5. Both Students and Employees rated Subway and Zebra Café as the most important establishments to keep on campus.



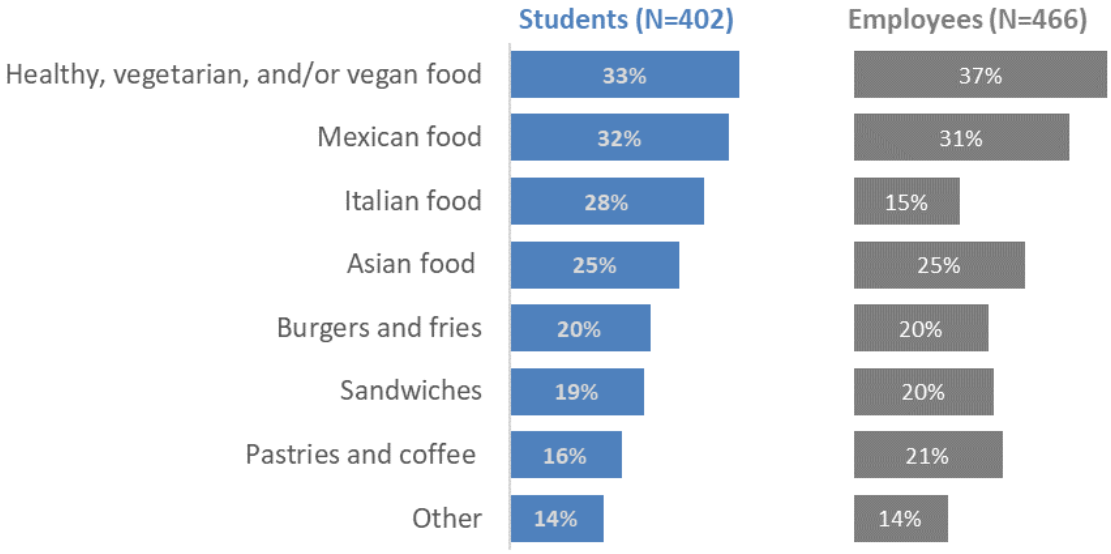
Preferences for Food Types

Respondents reported their preferences for types of food they would like to see on campus, including the following categories:

- Healthy, vegetarian, and/or vegan food
- Burgers and fries
- Mexican food (tacos, burritos, etc.)
- Asian food (noodles, rice bowls, etc.)
- Italian food (pizza, pasta, etc.)
- Pastries and coffee (coffee, specialized coffee, pastries, etc.)
- Sandwiches (subs prepackaged, chips, grab and go, etc.)
- Other (please specify)

For both students and employees, healthy, Mexican, and Asian food were popular choices. About one-third (28%) of students also reported a preference for Italian food (Figure 6). Appendix B provides a summary of the responses. Most of these responses described healthy foods.

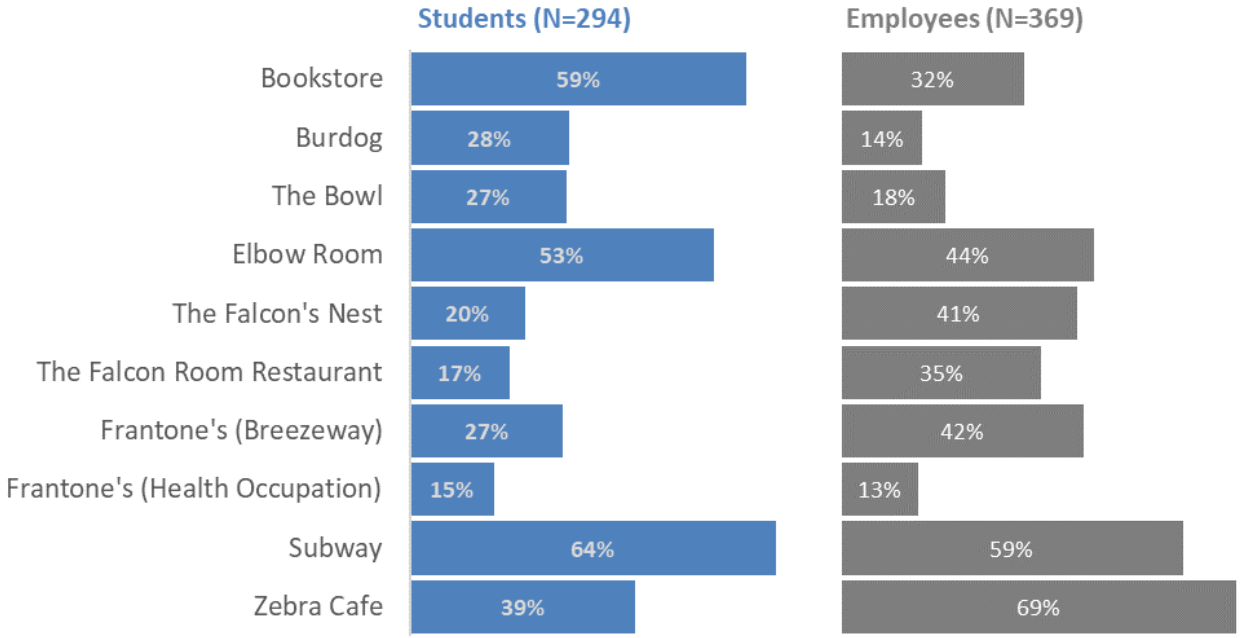
Figure 6. Healthy, Mexican, and Asian food were popular choices for both students and employees.



Preferences for Current Food Vendors

The survey asked respondents about which on-campus establishment they patronize. Subway was the most popular choice among students (Figure 7). Many students also purchased food from the bookstore and the Elbow Room. The majority of employees bought food or drinks from the Zebra Café and Subway. When respondents reported that they had purchased food from a particular establishment, they were asked to give the reasons why they purchased food from it. On the other hand, when respondents reported that they did not purchase food from an establishment, they were asked why they did not purchase food from it. Appendix C summarizes this information for each on campus store and restaurant. Overall, respondents were likely to patronize a particular establishment because of its location.

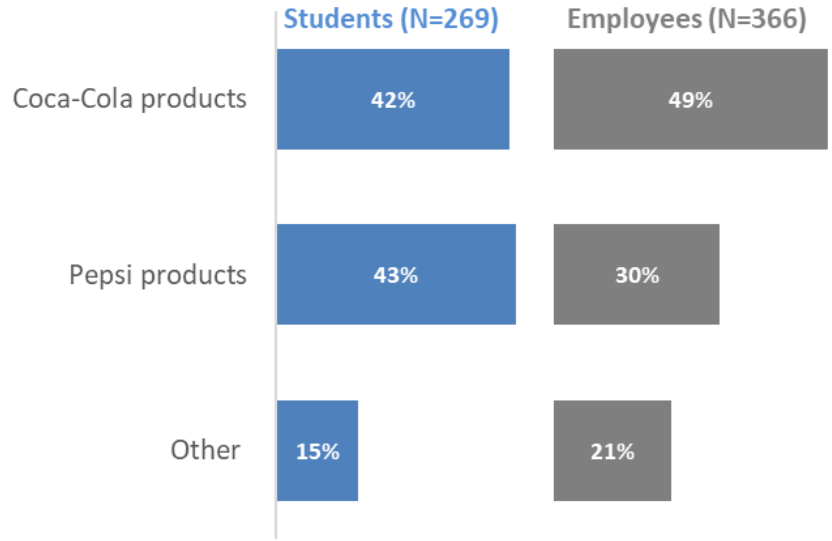
Figure 7. A majority of both students and employees reported that they purchased food from Subway. A majority of employees reported that they purchased food from Zebra Café.



Preferences for Beverage Companies

Respondents were asked to rate their preferences for Coca-Cola, Pepsi, or other beverage products. Student opinion was almost equally split between Coca-Cola and Pepsi. A plurality of employees chose Coca-Cola. Appendix D shows the other responses to this question.

Figure 8. Student respondents were equally split between Coca-Cola and Pepsi products. A plurality of employees preferred Coca-Cola products.



Appendix A: Other Reasons for Not Eating on Campus

The survey asked respondents for other reasons they did not eat on campus. Figure A.1 shows the categories of the open-ended responses and the number in each category. Bringing one's own food was the most popular reason for not buying food on campus.

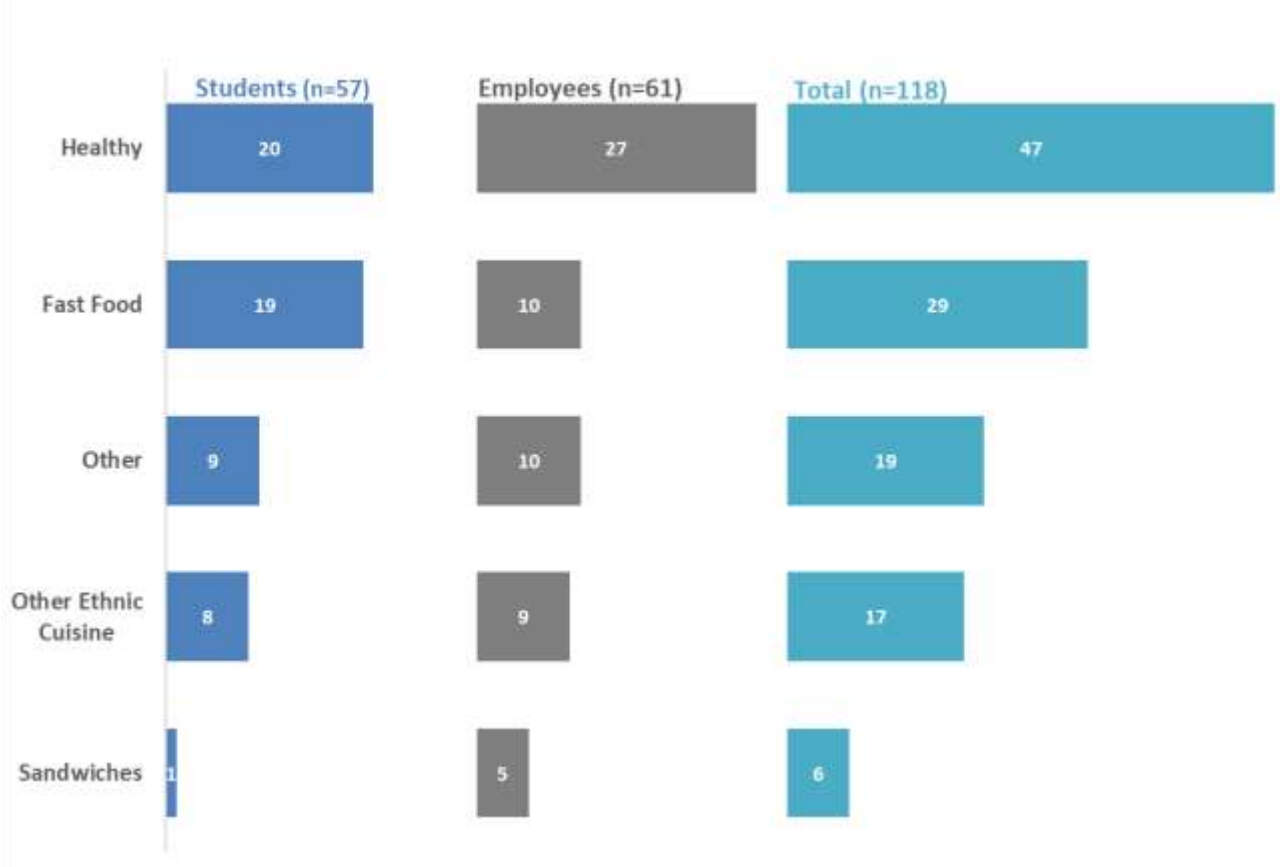
Figure A.1. Among the respondents who did not eat food on campus, the most common reason was bringing one's own food.



Appendix B: Food Types

The survey asked students for other food types that they would like to see on campus. Figure B.1 shows the categories of the open-ended responses and the number in each category. Healthy food was the most commonly requested type of food.

Figure B.1. Healthy food was the most popular request.



Appendix C: Reasons for Purchasing or Not Purchasing Food from Each Campus Establishment

The survey asked respondents for their reasons for purchasing or not purchasing items from the various on campus vendors. Figures C.1 to C.20 show percentage of respondents who gave each reason for purchasing or not purchasing items from each establishment. Note that not every respondent provided a reason and, consequently, the percentages do not necessarily add up to 100%.

Figure C.1. Both students and employees reported that location was the most important reason for buying food from the bookstore.

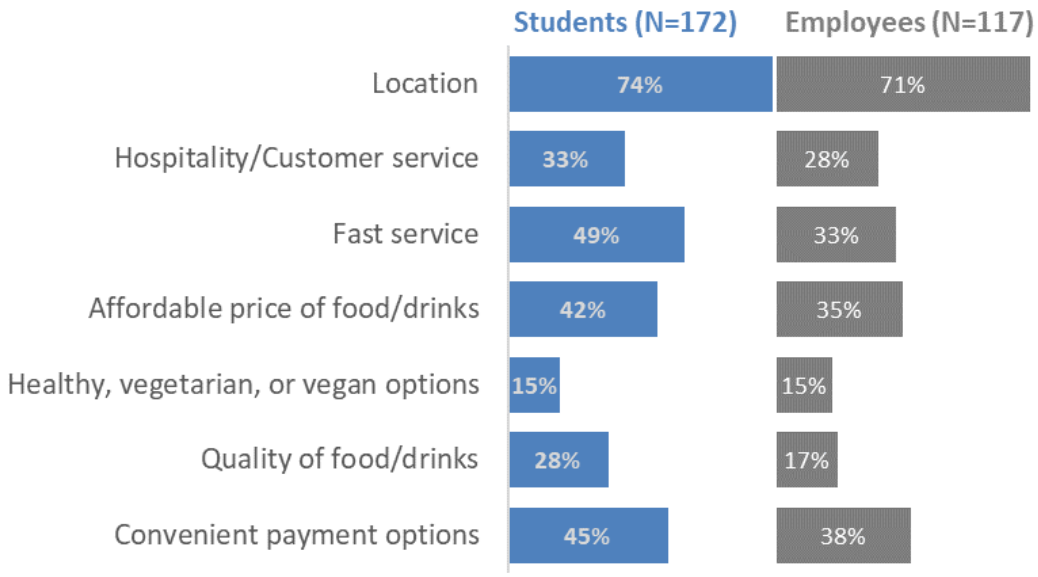


*Figure C.2. Students who **did not buy** food from the bookstore cited its location and prices. Employees who did not purchase items from the bookstore cited its location.*

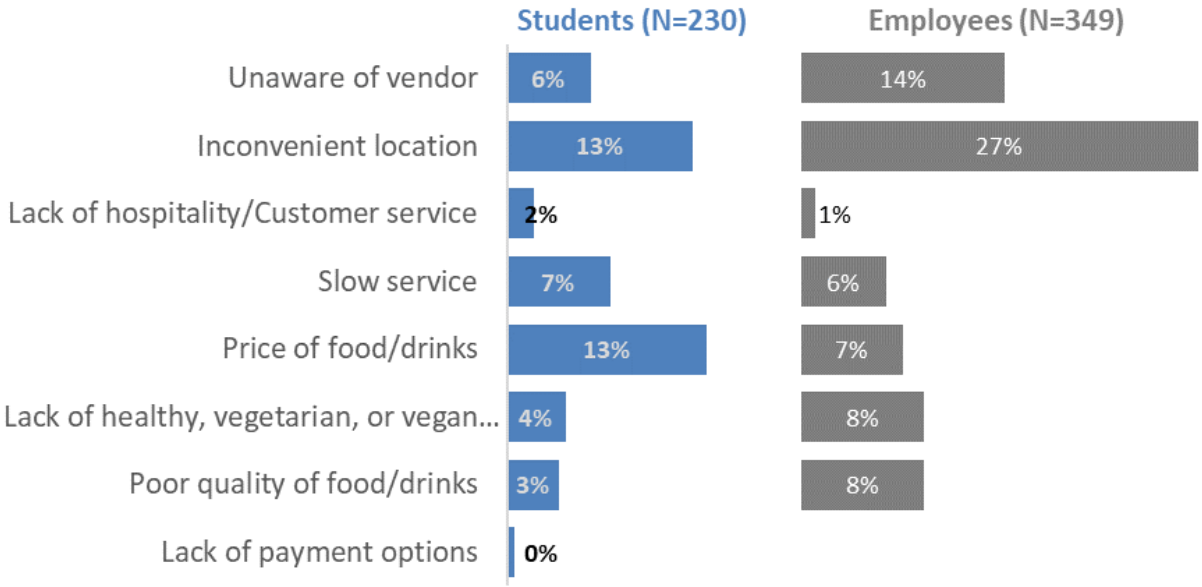


Figure C.3. The majority of students and employees bought food from Burdog cited its location and food quality.

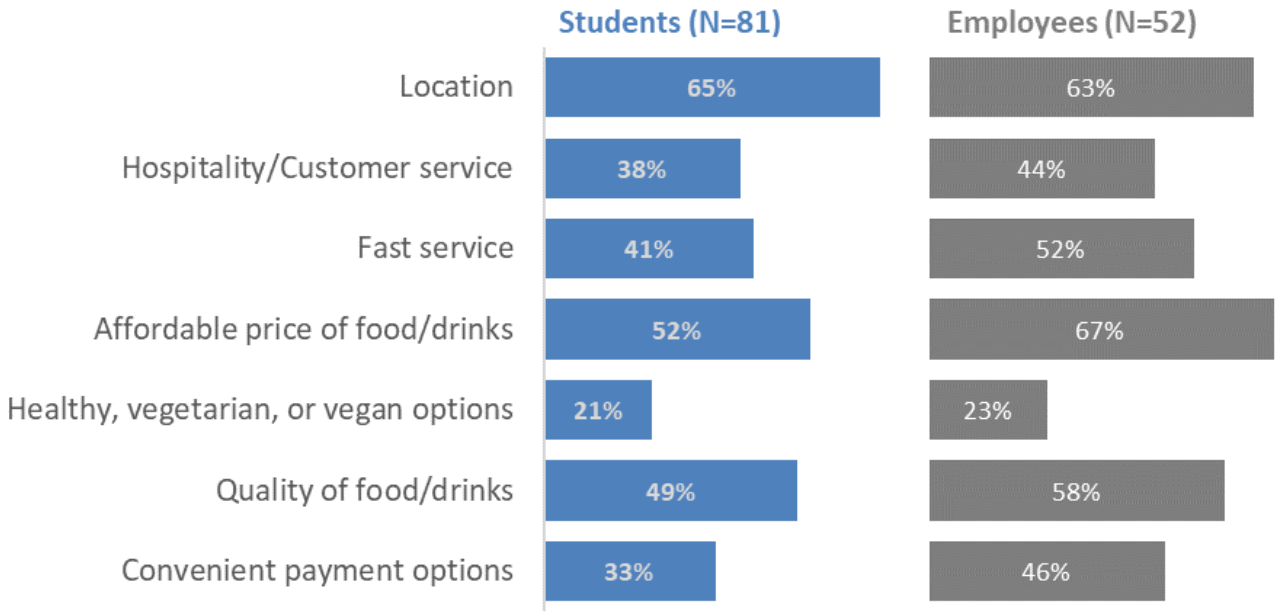


*Figure C.4. A plurality of students and employees who **did not buy** food from Burdog cited its food quality.*

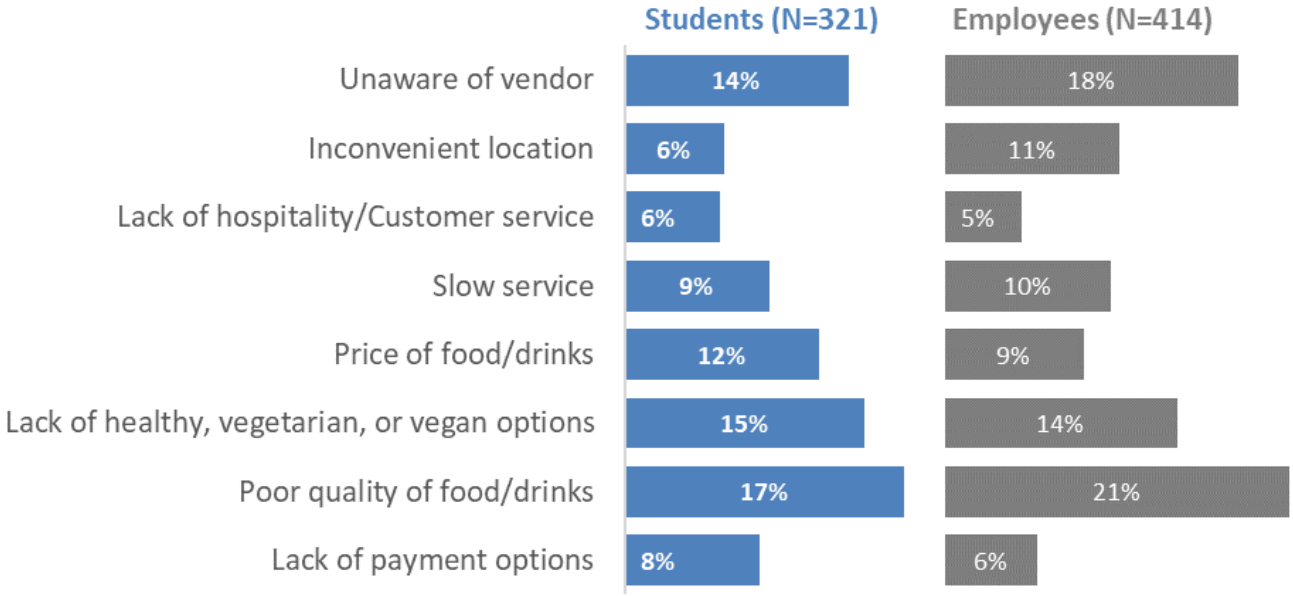


Figure C.5. The majority of students and employees bought food from The Bowl because of its location.

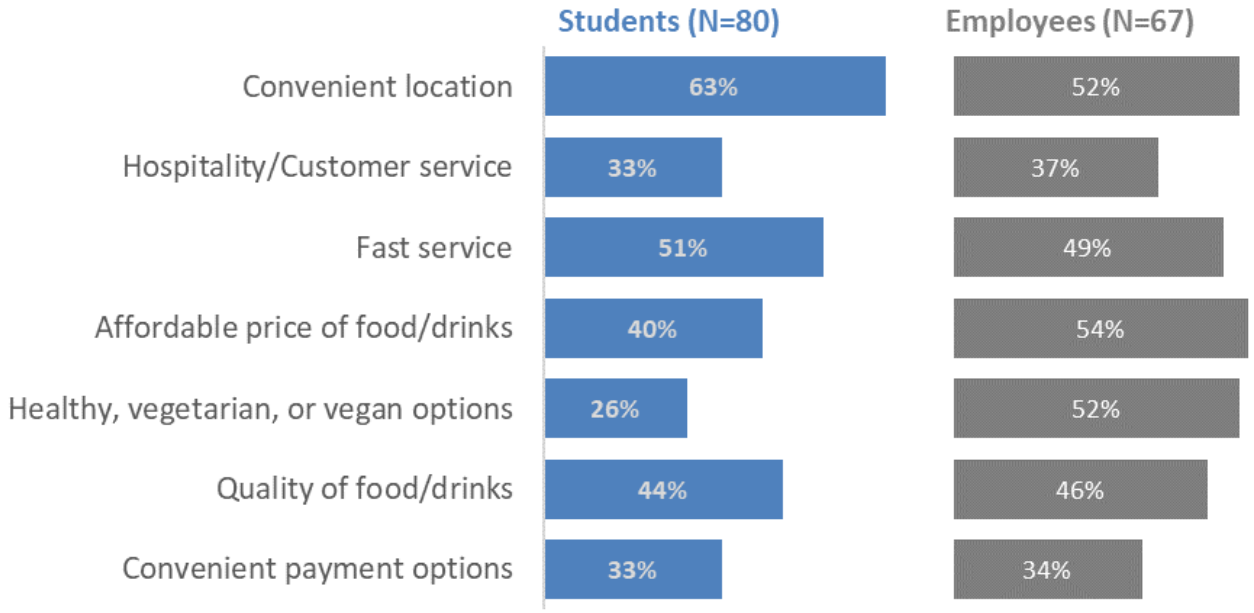


*Figure C.6. A plurality of both students and employee **who did not** buy food from the Bowl cited its food quality.*

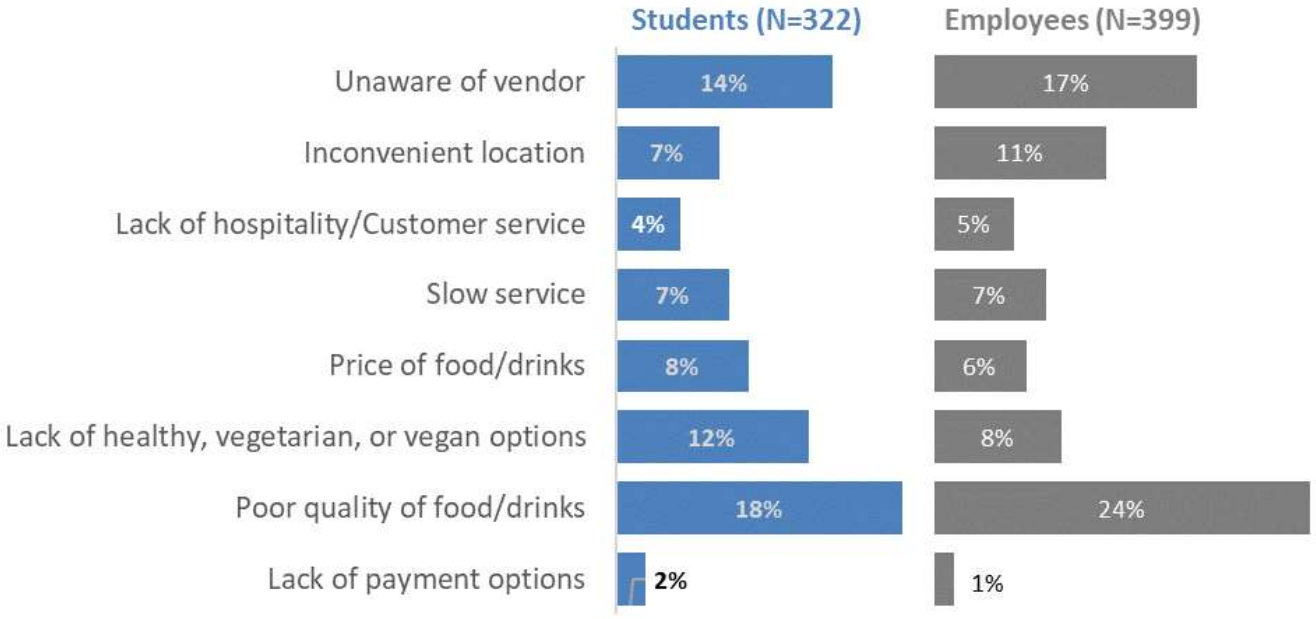


Figure C.7. The overwhelming majority of students and employees bought food from The Elbow Room because of its location.

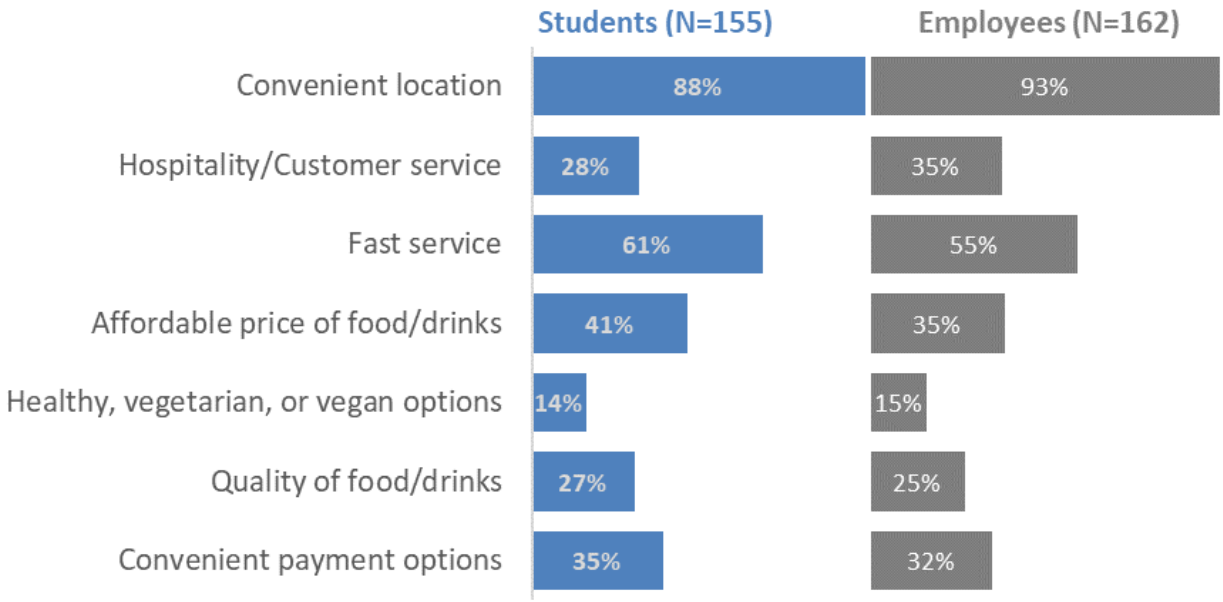


*Figure C.8. A plurality of students **did not buy** food from the Elbow Room because they were unaware of it. A plurality of employees cited the poor quality of its food and drinks.*

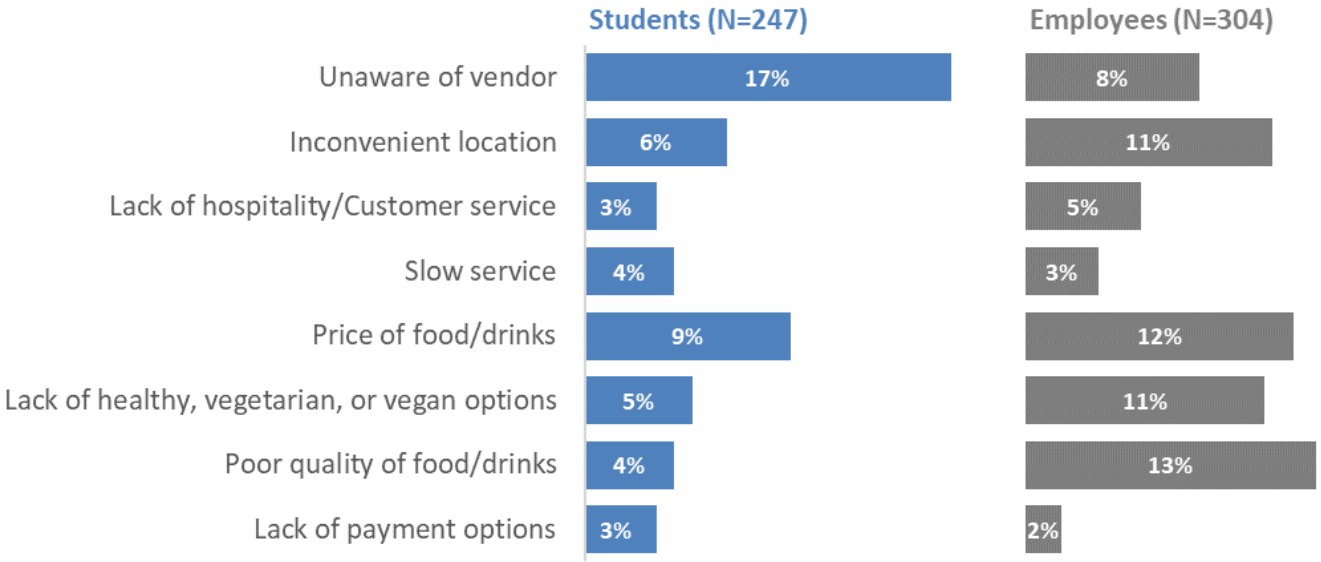


Figure C.9. The majority of students and employees purchased food from the Falcon's Nest because of the quality of its food and drinks.

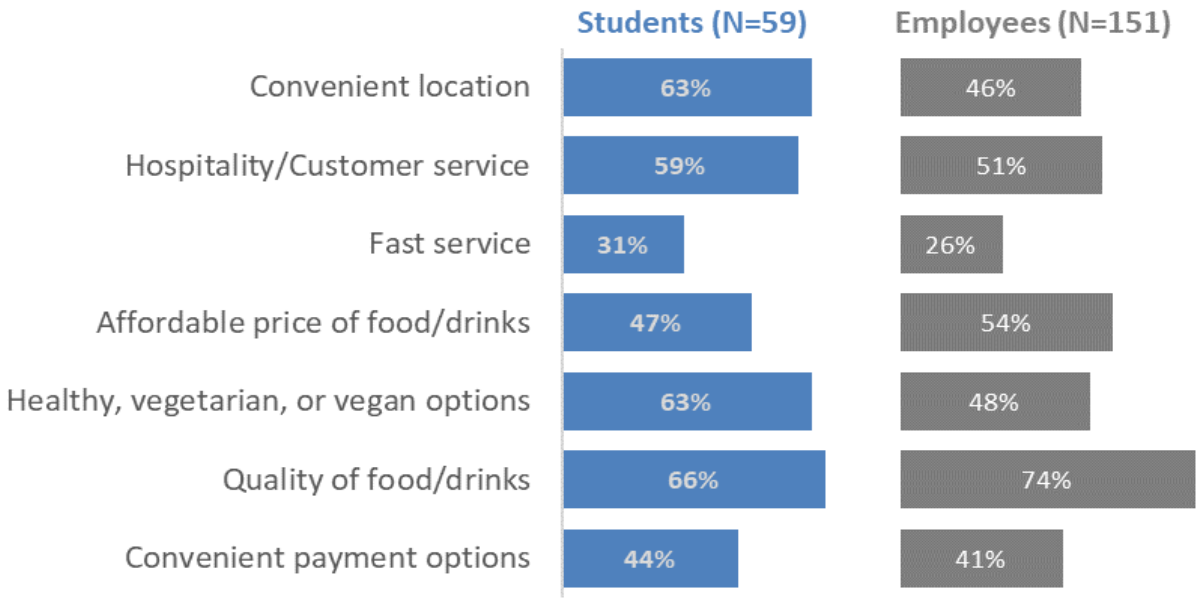


*Figure C.10. A plurality of students who **did not** patronize the Falcon's Nest were unaware that it existed.*

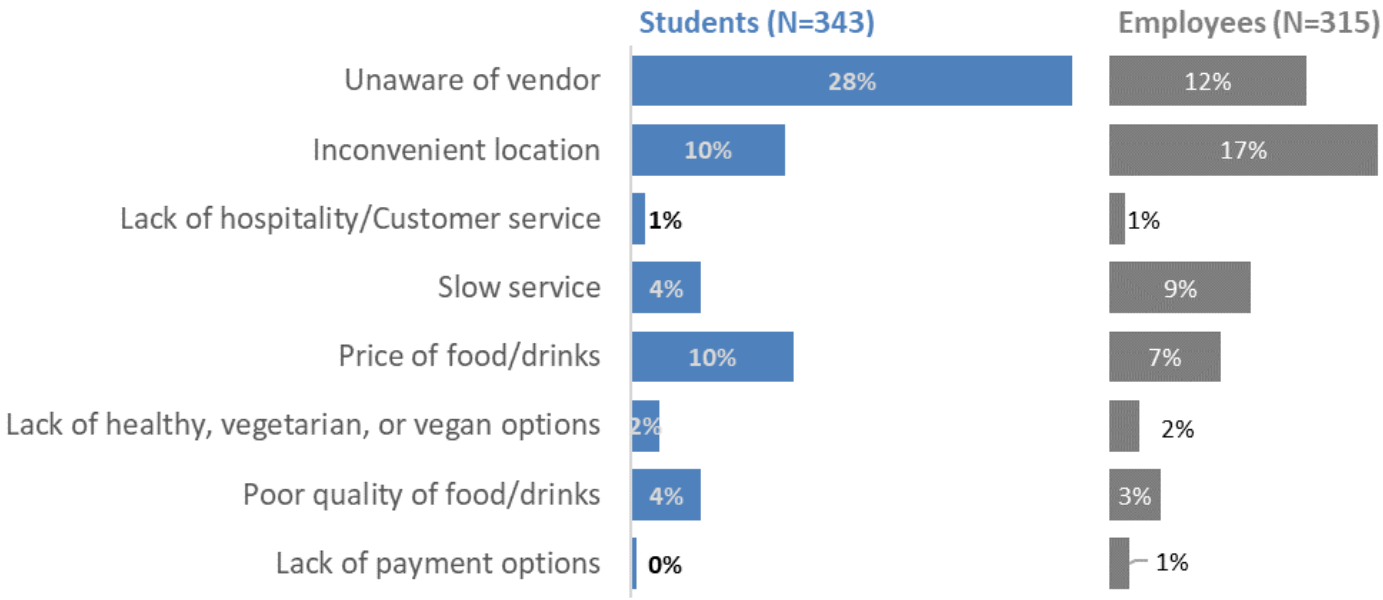


Figure C.11. The majority of students purchased food from the Frantone's Breezway location because of its convenient location.

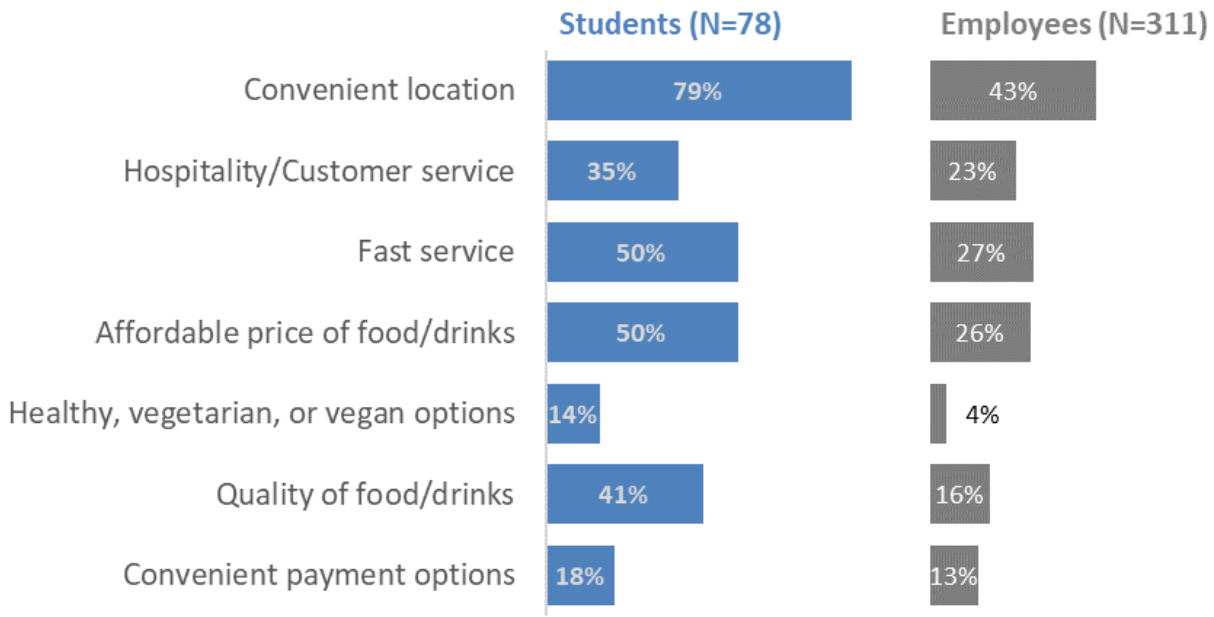


*Figure C.12. A plurality of students and employees who **did not** patronize Frantone's Breeway location because of the poor quality of its food and drinks.*

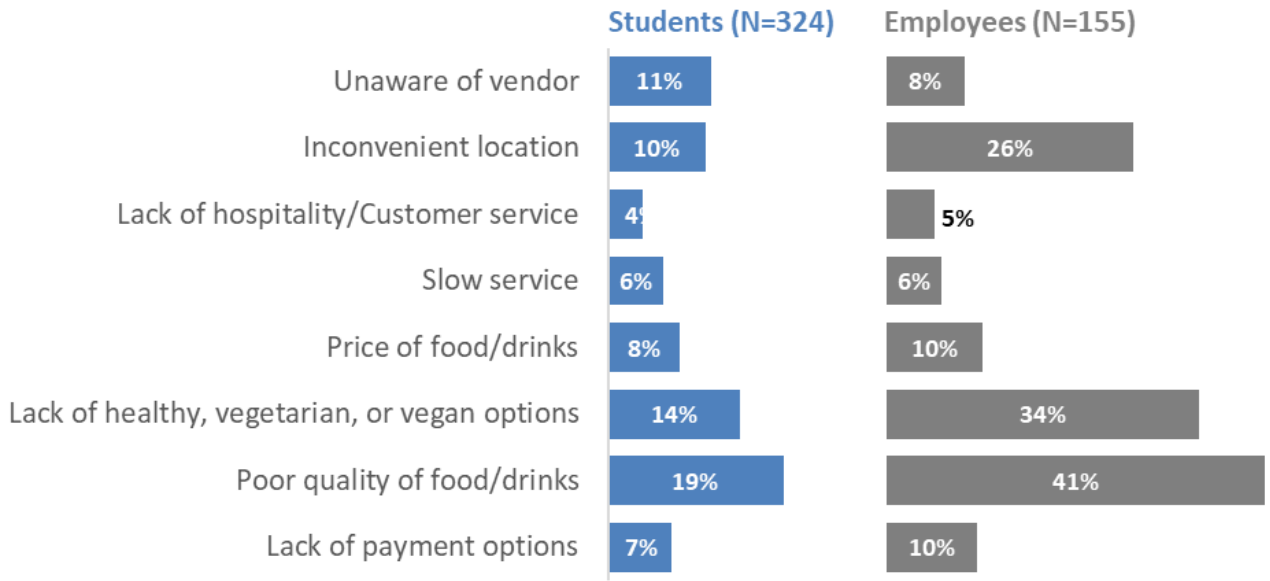


Figure C.13. The majority of students and employees who purchased food from the Falcon Room reported that they did so because of its quality food and customer service.

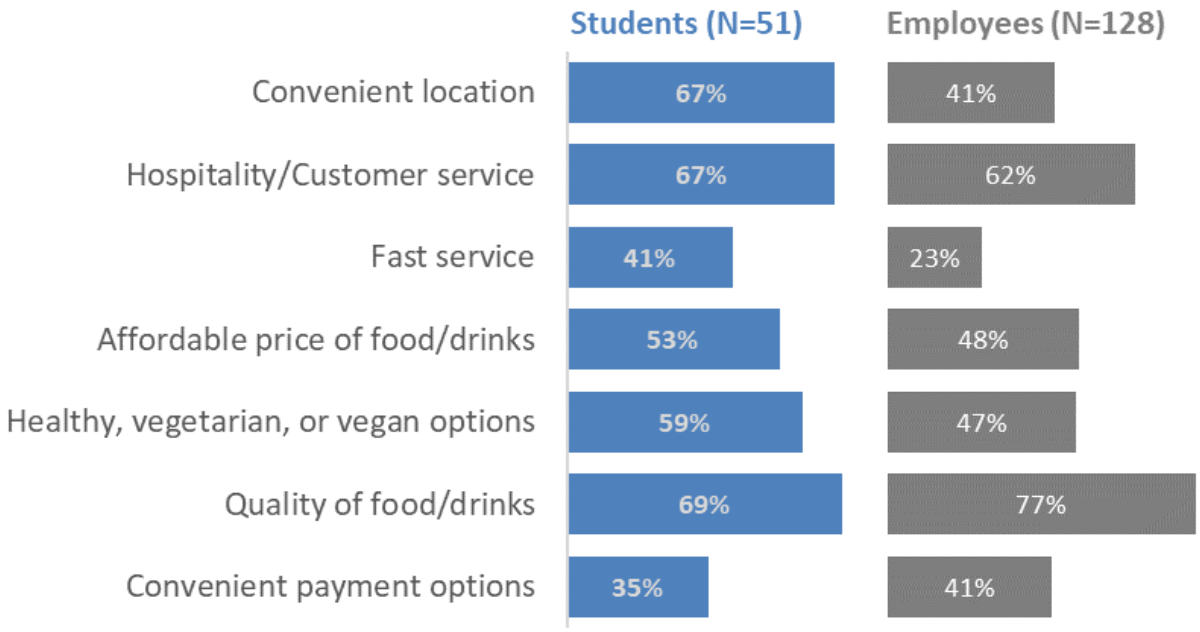


*Figure C.14. A plurality of students **did not** patronize Falcon Room location because they were unaware of it.*

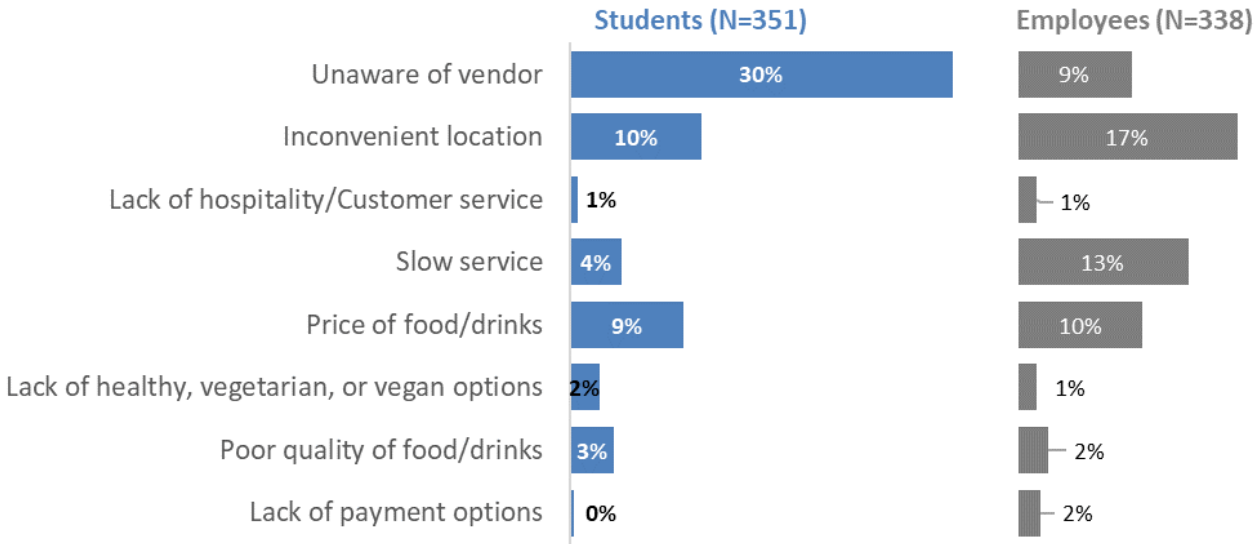


Figure C.15. The majority of students and employees who purchased food from the Subway cited its location, fast service, affordable prices, and healthy options.

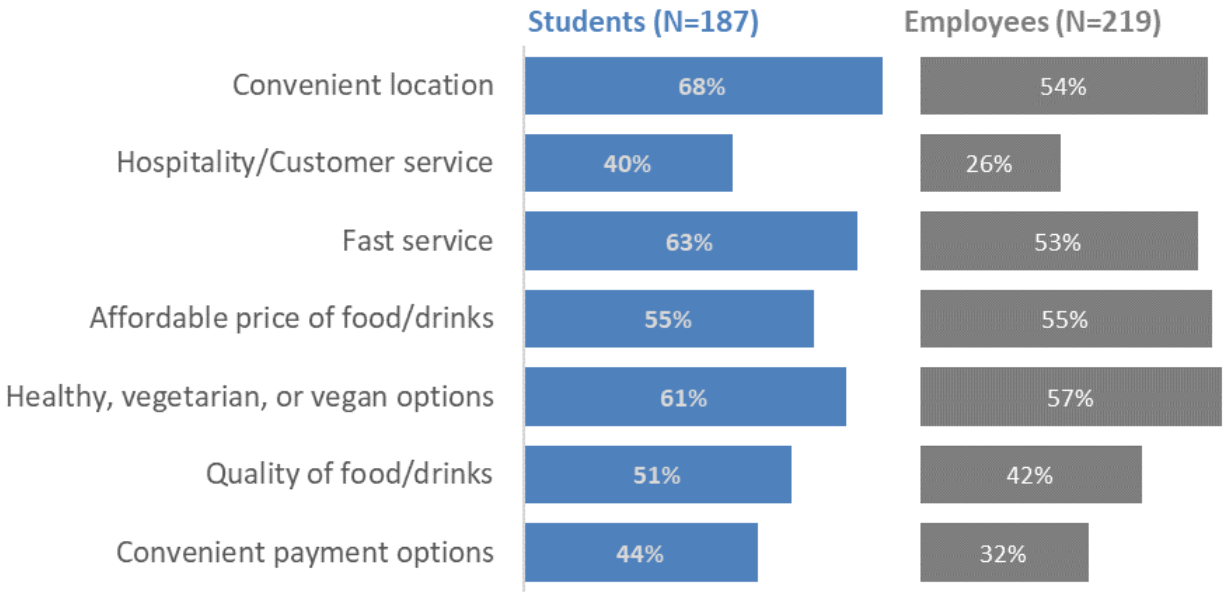


*Figure C.16. The majority of employees who **did not** purchase food from the Subway cited its location.*

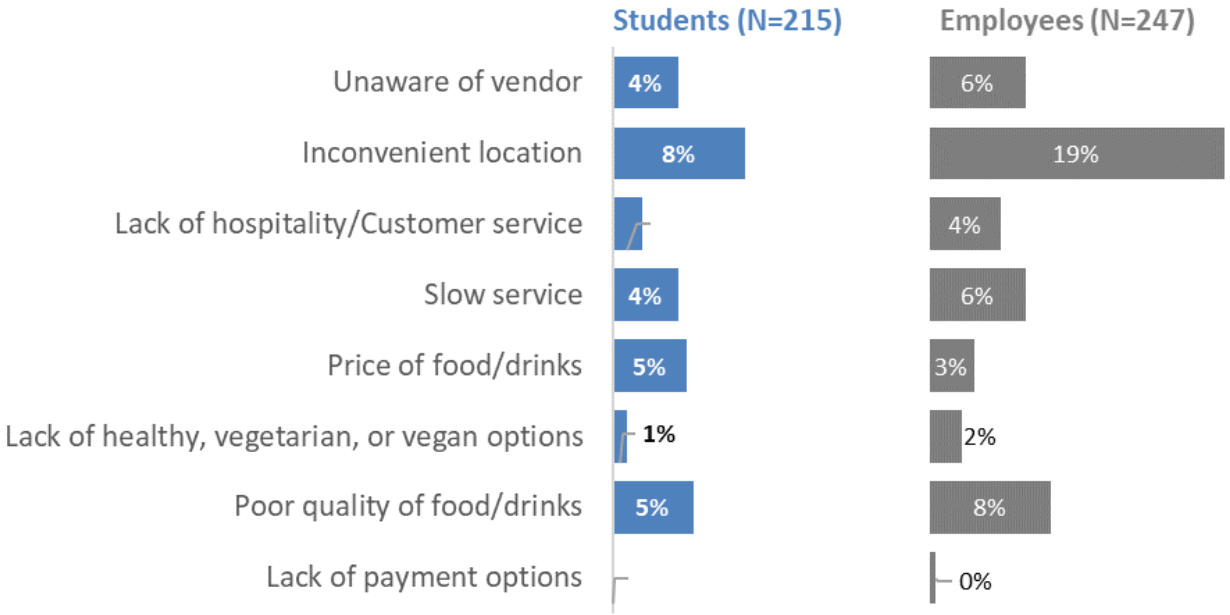


Figure C.17. The overwhelming majority of employees who purchased food from the Zebra Cafe cited its location, fast service, and customer service.

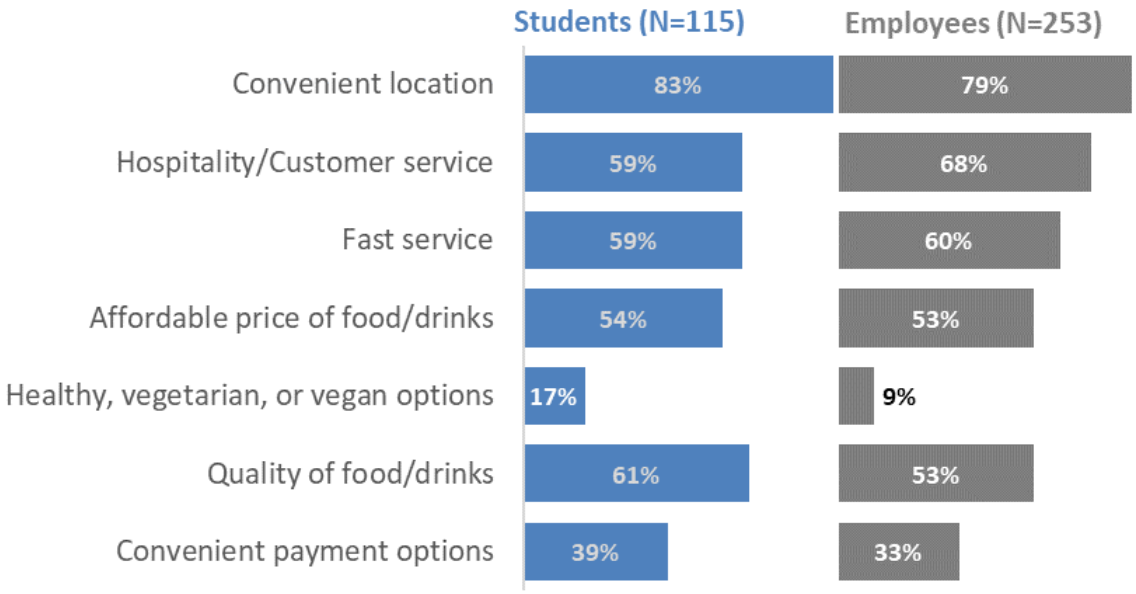


*Figure C.18. A plurality of students who **did not** patronize Zebra Café were unaware of it. A plurality of employees who didn't purchase from Zebra Café cited its location.*

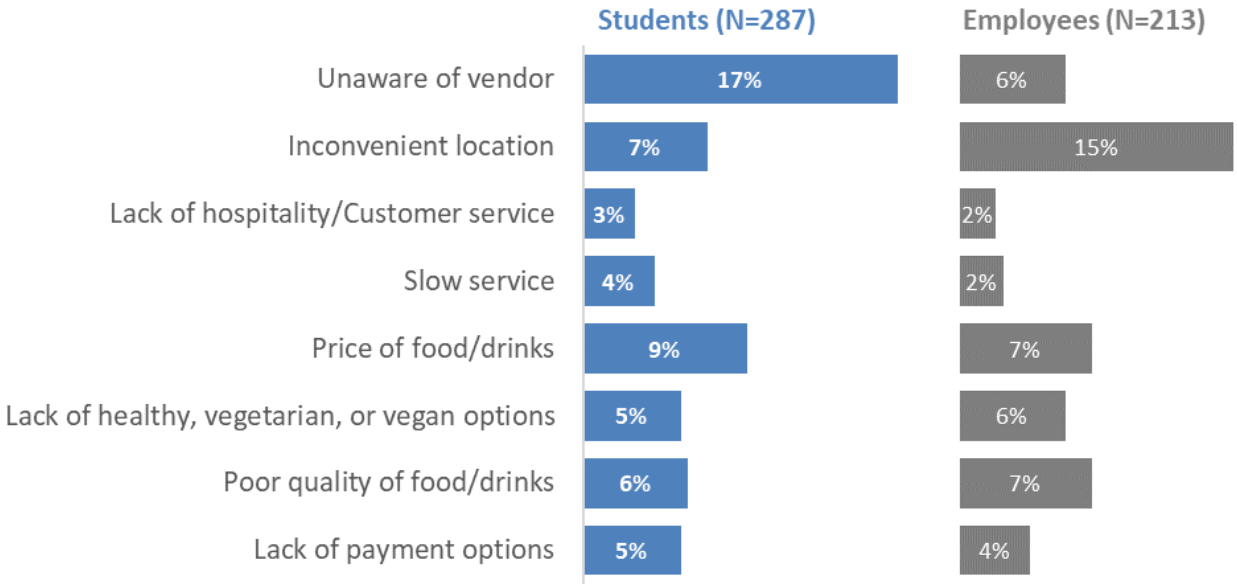


Figure C.19. The overwhelming majority of employees and students who purchased food from the Frantone's Health Occupations location cited its location.

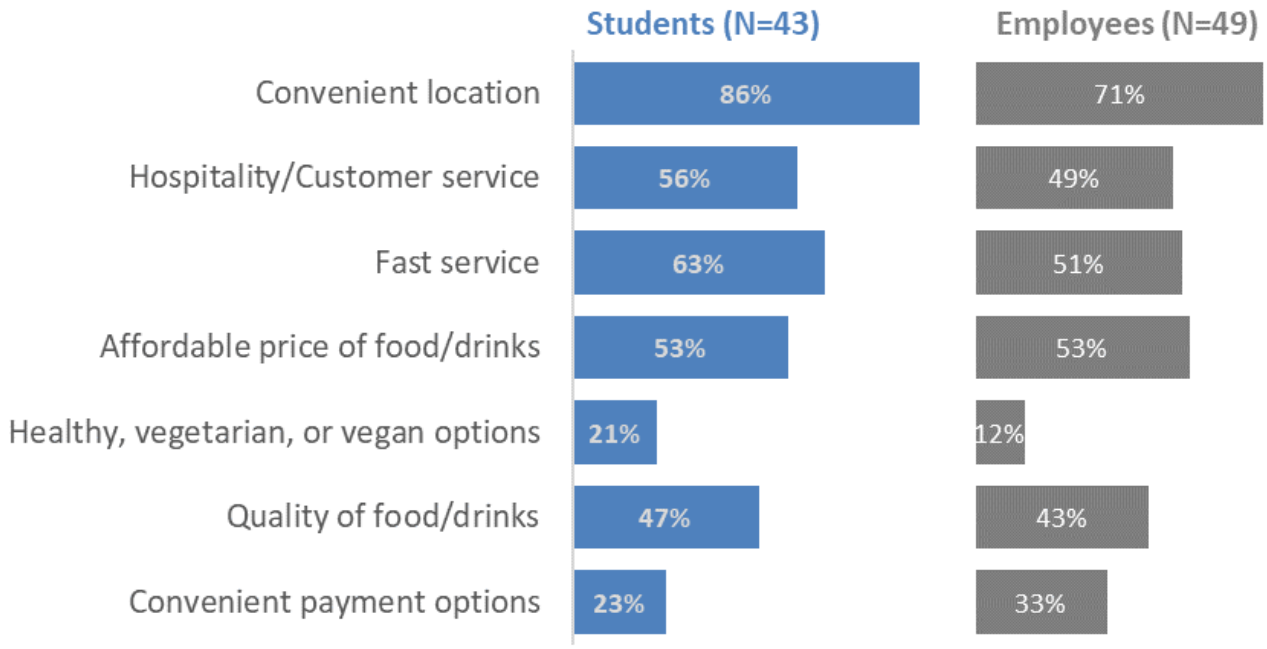
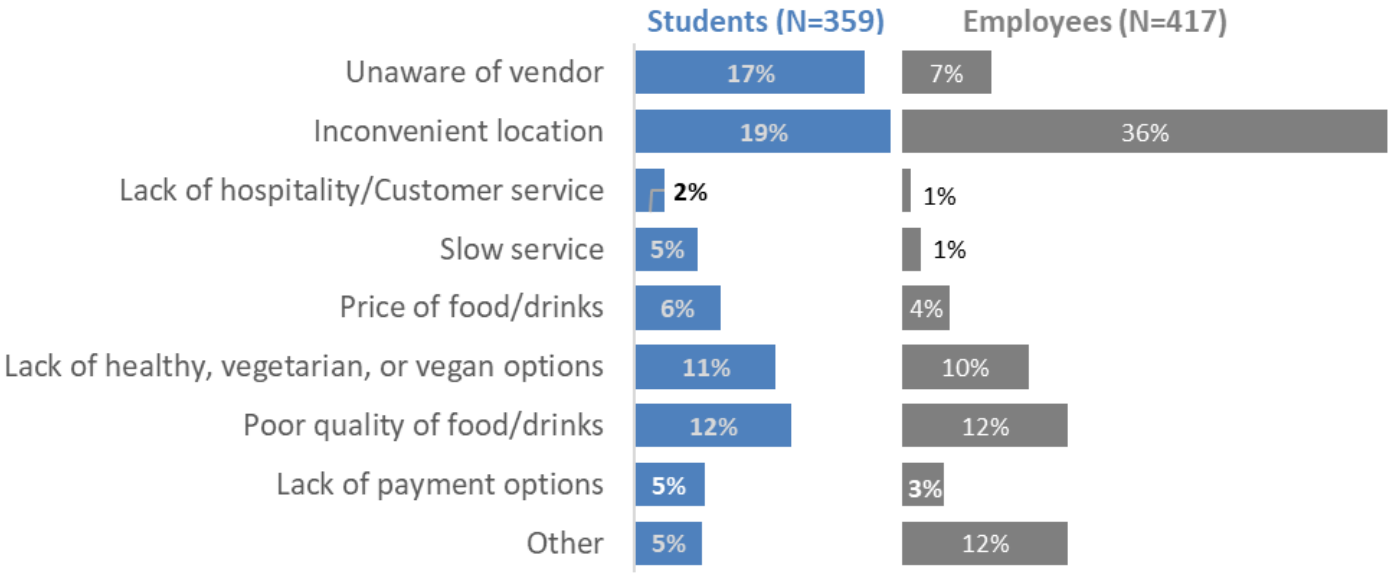


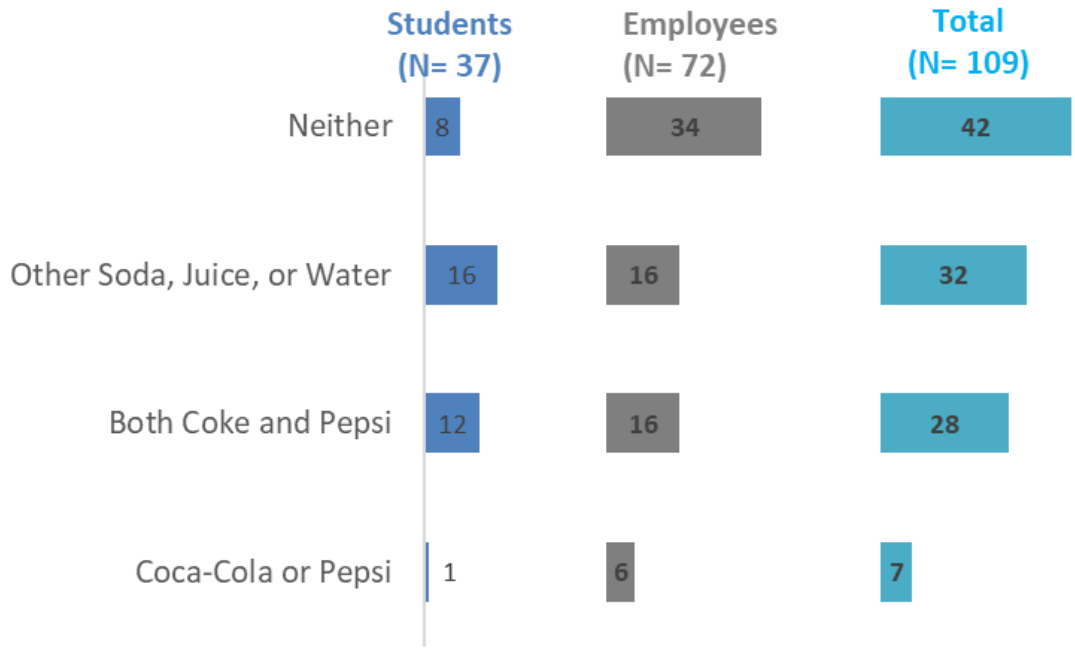
*Figure C.20. A plurality of employees and students who **did not** purchase food from the Frantone's Health Occupations cited its location.*



Appendix D: Other Beverage Preferences

The survey asked students for the brand of beverages that they would like to see on campus. Figure D.1 shows the categories of the open-ended responses and the number in each category. Of the individuals who did not choose Coca-Cola or Pepsi, most said they did not want either option.

Figure D.1. Among individuals who chose to give an open-ended response, "Neither" was the largest category.



TIMELINE

RFP No. 18C0001

FOOD AND/OR CONCESSION SERVICES

FOR VARIOUS CAMPUS LOCATIONS

Task No.	Description	Date*	Status
1.	**Kick-off meeting with Campus Food Services Ad-hoc Committee**	**March 6, 2018; 11:00 AM**	**Completed**
2.	Ad-hoc committee reviews Food Survey and RFP; Submit Food Survey changes to Purchasing	March 6-19, 2018	Completed
3.	**Campus Food Services Ad-hoc Committee Meeting**	**March 20, 2018; 11:00 AM**	**In progress**
4.	IERP to Develop *DRAFT* Survey for next meeting	March 20-April 2, 2018	Completed
5.	**Campus Food Services Ad-hoc Committee Meeting**	**April 3, 2018; 11:00 AM**	**Completed**
6.	IERP to incorporate final changes to Survey for next meeting	April 3-16, 2018	Completed
7.	**Campus Food Services Ad-hoc Committee Meeting -** Review Final Draft Food Service Survey	**April 17, 2018; 11:00 AM**	**Completed**
8.	**Ad-hoc committee reviews RFP**	**April 17-May 1, 2018**	**Completed**
9.	**Release Food Service Survey to Campus Community**	**April 20, 2018**	**Completed**
10.	**Campus Food Services Ad-hoc Committee Meeting**—Review and discuss RFP	**May 1, 2018; 11:00 AM**	**Completed**
11.	Purchasing incorporates changes to RFP	May 1-7, 2018	Completed
12.	**Ad-hoc committee continues review of RFP; Submit changes to Purchasing**	**May 1-7, 2018**	**Completed**
13.	**Food Services Survey Closes**	**May 3, 2018**	**Completed**
14.	Institutional Research and Planning Evaluates Survey Results	May 4-7, 2018	Completed
15.	**Campus Food Services Ad-hoc Committee Meeting—**IERP provides initial survey results; discuss RFP	**May 8, 2018; 11:00 AM**	**Completed**
16.	Purchasing incorporates changes to RFP	May 8-14, 2018	Completed
17.	**Ad-hoc committee continues review of RFP; Submit changes to Purchasing**	**May 8-14, 2018**	**Completed**
18.	**Campus Food Services Ad-hoc Committee Meeting**—IERP provides preliminary survey data analysis; discuss RFP	**May 15, 2018; 11:00 AM**	**Completed**
19.	Purchasing incorporates changes to RFP	May 15-28, 2018	Completed
20.	**Campus Food Services Ad-hoc Committee Meeting** – IERP provides final survey data analysis; discuss scoring sheet ; discuss RFP	**May 29, 2018; 11:00 AM**	**Completed**
21.	Purchasing incorporates changes to RFP and scoring sheet	May 29-June 11, 2018	Completed
22.	**Campus Food Services Ad-hoc Committee Meeting** – Ad-hoc provides final	**June 12, 2018; 11:00 AM**	**Completed**

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	feedback for RFP; Ad-hoc provides final feedback for scoring sheet		
23.	Purchasing incorporates changes to RFP and scoring sheet	June 12-25, 2018	Completed
24.	**Campus Food Services Ad-hoc Committee Meeting**	**June 26, 2018; 11:00 AM**	**Completed**
25.	Board Meeting (July 18): Information Item due to VP	June 28, 2018	Completed
26.	Board Meeting (July 18): Information Item	July 18, 2018	Completed
27.	**Release of RFP**	**August 14, 2018**	
28.	Newspaper advertisement, Week 1	August 14, 2018	
29.	Advertisement in other outreach venues	August 14, 2018	
30.	Newspaper advertisement, Week 2	August 21, 2018	
31.	**Pre-Proposal Conference & Site Visits**	**Friday August 31 and Saturday, September 1, 2018**	
32.	Last day for offerors to submit questions	September 11, 2018	
33.	Addendum No. 1: Last day for District to respond to questions	September 18, 2018	
34.	Addendum No. 2 distributed	TBD	
35.	**PROPOSALS DUE**	**2:00 PM; September 25, 2018**	
36.	Evaluation Committee (EC) Kick-off meeting	September 27, 2018 (Tentative)	
37.	EC reviews proposals	September 27 – October 9, 2018	
38.	**EC submits evaluation sheets**	**October 9, 2018**	
39.	EC Evaluation sheet tabulated	October 10-11, 2018	
40.	**EC meeting to determine short list**	**October 12, 2018**	
41.	Notification of invitations to short-listed vendors for interviews	October 15, 2018	
42.	Notification of Non-Selection of Short List Letters mailed to vendors	October 15, 2018	
43.	**Vendor Interviews**	**Week of October 29, 2018**	
44.	**EC determine final vendor selected**	**TBD Week of October 29, 2018)**	
45.	Vendor negotiations	November 2018	
46.	Board agenda item due for January 2019 board meeting	TBD (December 2018)	
47.	**Recommendation of Award of Contract during the Regularly Scheduled Board of Trustees' Meeting**	**TBD (January 2019)**	
48.	Notice of Award issued and Contract mailed to vendor	TBD	
49.	Notice of Non-Award issued/Notice to vacate premises	TBD	
50.	Transition planning	TBD	
51.	Contracts executed	TBD	
52.	Start Date	July 1, 2019 (Tentative)	

* Dates may change with or without notice

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REQUEST FOR PROPOSALS (RFP)
AND
CONTRACT DOCUMENTS

FOR

RFP No. 18C0001

FOOD AND/OR CONCESSION SERVICES

August 14, 2018

CERRITOS COMMUNITY COLLEGE DISTRICT
PURCHASING DEPARTMENT
11110 ALONDRA BOULEVARD
NORWALK, CA 90650-6203

REQUEST FOR PROPOSAL (RFP) NO. 18C0001

TABLE OF CONTENTS

Notice to Offerors

Section 1 - Project Introduction and Overview

Section 2 - Scope of Work and Technical Specifications

Section 3 - Proposal Requirements

Section 4 – District Standard Contract Form

Section 5 – Food Services Survey

Section 6 – Exhibits (Required Forms)

- Exhibit A - Certification
- Exhibit B-1 – Contract Terms and Conditions
- Exhibit B-2 - Additions, Deletions, and/or Exceptions
- Exhibit C - References
- Exhibit D - Business Profile
- Exhibit E – Food and/or Concession Service Offerings/Menu (TO BE PROVIDED BY OFFEROR)
- Exhibit F – Personnel Assigned to Project – (TO BE PROVIDED BY OFFEROR)
- Exhibit G - Submittal Checklist

NOTICE TO OFFERORS

Proposals for **RFP NO. 18C0001, FOOD AND/OR CONCESSION SERVICES**, as described herein, will be accepted by Cerritos Community College District (District), **until 2:00 P.M., September 25, 2018**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District's copy shall prevail. All addenda and notices related to this solicitation will be posted by the District on Purchasing's website at www.cerritos.edu/purchasing. In the event this RFP is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To assure consideration, all proposals shall be made on the RFP Forms included or as directed. To facilitate the evaluation process **one (1) original of the proposal shall be provided AND ten (10) copies shall be provided, AND one (1) digital copy (provided on a CD or flash drive)**. All proposals shall be written in ink or typed on 8½" x 11" paper. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked **RFP NO. 18C0001, FOOD AND/OR CONCESSION SERVICES** and addressed to Cerritos Community College District, Purchasing Department. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to:**
  Cerritos Community College District
  Purchasing Department
  Attention: Director of Purchasing
  11051 166th Street
  Cerritos, CA 90703

- **U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:**
  Cerritos Community College District
  Purchasing Department
  Attention: Director of Purchasing
  11110 Alondra Boulevard
  Norwalk, CA 90650-6203

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESSES WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals.

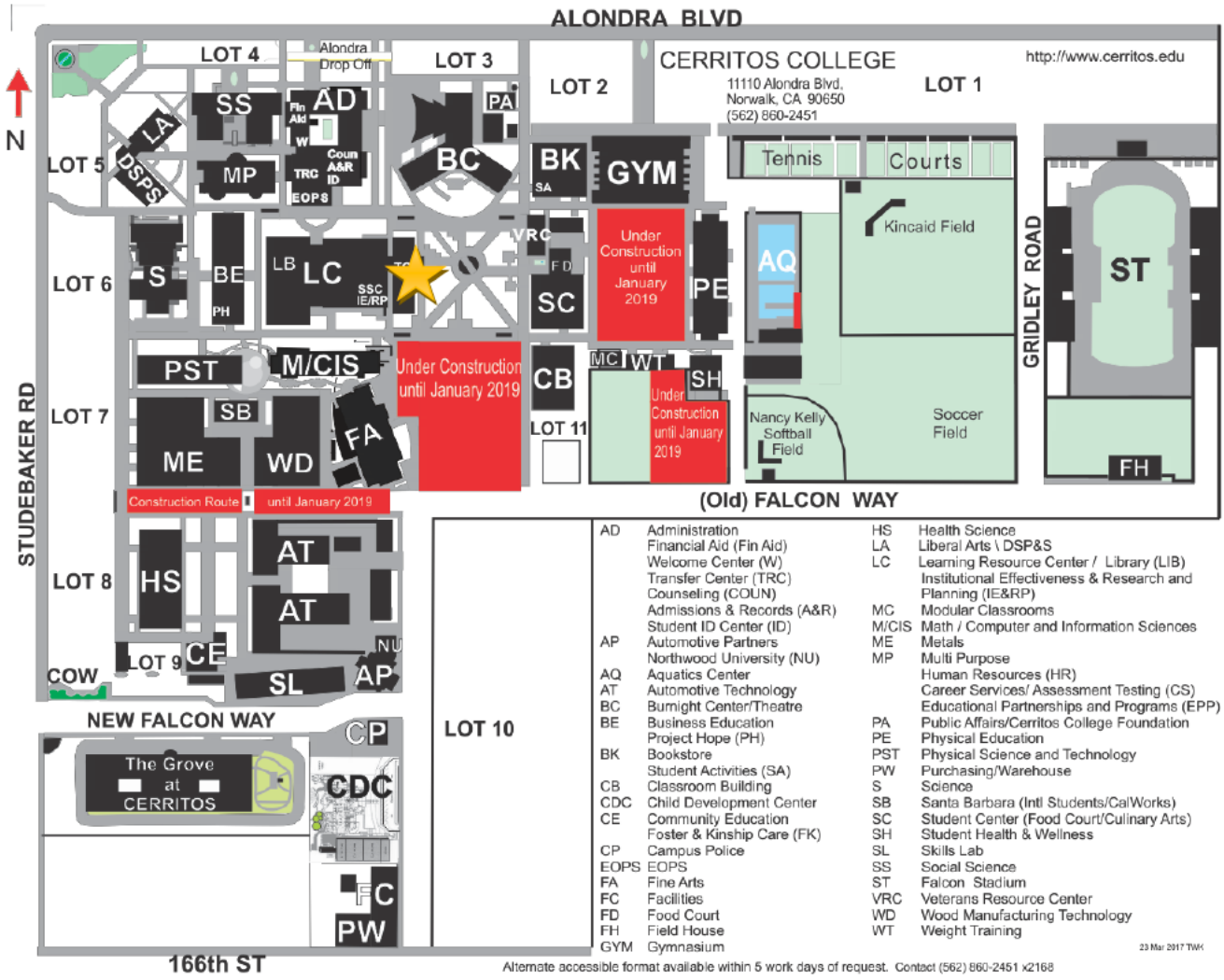
A pre-proposal site visit/conference will be held at 2:00 P.M. on Friday, August 31, 2018 and at 9:00 AM on Saturday, September 1, 2018. Prospective offerors will meet at Teleconference Center, LC 155 located at 11110 Alondra Boulevard, Norwalk, CA 90650 (see map below).

Please RSVP by September 28, 2018 to Mayra Radillo at (562) 860-2451 ext. 2246 or at mradillo@cerritos.edu to confirm attendance and obtain a parking permit.

(Map of Campus follows this page)

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http://cms.cerritos.edu/campus-guide/_includes/docs/CCMasterMapMar2017_ua.pdf



The Teleconference Center, LC 155 is located inside the eastern entrance of the Library/LRC, which faces Falcon Square.

The Teleconference Center is inside the east entrance on the right side. Please see yellow star on the map for the location.

Section 1 – Project Introduction and Overview

1.1 General Overview

Cerritos Community College District ("District") is a two-year public community college and is one of the five largest community colleges in Los Angeles County. Founded in 1955, the college has an average enrollment of approximately 23,000 students annually and is accredited by the Western Association of Schools and Colleges. Additional accreditations include: American Dental Association (Dental Hygiene Program and Dental Assisting Program), Accreditation Commission for Education in Nursing (Nursing Program), Board of Registered Nursing (Nursing Program), American Society of Health-System Pharmacists (Pharmacy Technician Training Program), Accreditation Council for Pharmacy Education (Pharmacy Technician Training Program), American Physical Therapy Association (Physical Therapist Assistant Program), Commission on Accreditation in Physical Therapy Education (Physical Therapist Assistant Program), and National Automotive Technicians Education Foundation (Automotive Mechanical Repair Programs).

The District is a single-campus district located in Los Angeles County serving the communities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Norwalk, and portions of Bell Gardens, Lakewood, Long Beach, Santa Fe Springs, and South Gate. Four districts serving high school students are contained in these communities. They are the ABC Unified School District (USD), Bellflower USD, Downey USD, and Norwalk-La Mirada USD.

1.2 Purpose of Request for Proposals

The District is seeking proposals to provide Food and/or Concession Services. The requirements are further described in Section 2 – Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit B-1 an d B-2 and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

It is the intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a company which, in the opinion of the District, is best suited to perform the services. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select this company. Following receipt of proposals the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

1.3 Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Task No.	Description	Date*
1.	Release of RFP	August 14, 2018
2.	Newspaper advertisement, Week 1	August 14, 2018
3.	Newspaper advertisement, Week 2	August 21, 2018
4.	Pre-Proposal Conference & Site Visits	Friday, August 31 and Saturday, September 1, 2018
5.	Last day for offerors to submit questions	September 11, 2018
6.	Addendum No. 1: Last day for District to respond to questions	September 18, 2018
7.	**PROPOSALS DUE**	**2:00 PM; September 25, 2018**
8.	Notification of invitations to short-listed vendors for interviews	TBD (Week of October 15, 2018)

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9.	Vendor Interviews	Week of October 29, 2018
10.	Recommendation of Award of Contract during the Regularly Scheduled Board of Trustees' Meeting	January 2019 (TBD)
11.	Notice of Award issued and Contract mailed to vendor	TBD
12.	Transition planning	TBD
13.	Contracts executed	TBD
14.	Start Date	July 1, 2019 (Tentative)

* Dates may change with or without notice

1.4 Selection Criteria

The criteria for vendor selection shall be based on, but not limited to, the following:

Criteria	Points Allotted
Letter of Transmittal	10
Response to Mandatory Requirements	65
Certification (Exhibit A)	10
Additions, Deletions and /or Exceptions (Exhibit B-1 and B-2)	10
References (Exhibit C)	20
Business Profile (Exhibit D)	5
Proposed Offerings/Menu (Exhibit E)	65
Personnel (Exhibit F)	15
Total Points	**200**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the previous criteria will be used as well as the following additional criteria:

1. The Best and Final proposal is amended as instructed in discussions and Best and Final instructions.
2. The proposed amendments are responsive, reliable, and produce the outcome expressed by District.

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Section 2 – Scope of Work and Technical Specifications

1. Introduction and General Information.

1.1 The District is an institution of higher education within the California Community College system. Approximately 23,000 students are served annually at the college campus. Over 1,000 permanent, adjunct, student, and hourly employees are also a part of the campus community.

1.2 Student Enrollment. The following is the *Student Enrollment Status Summary Report* for the last five and a half years from the California Community Colleges Chancellor's Office as of June 20, 2018. Semester data for Spring 2018 has not been released yet. This data also includes Distance Education.

Spring 2013	22,921
Summer 2013	6,924
Fall 2013	23,572
Spring 2014	23,199
Summer 2014	9,044
Fall 2014	24,053
Spring 2015	23,652
Summer 2015	9,355
Fall 2015	24,388
Spring 2016	23,265
Summer 2016	10,784
Fall 2016	23,805
Spring 2017	22,731
Summer 2017	11,786
Fall 2017	23,681

1.3 The annual sales for all locations for the last three fiscal years was as follows:

	Pre-Tax Total Gross Sales	
	All Vendor Locations: Vendor Locations No. 1 - 8	Food Court Vendor Locations: Vendor Locations No. 1 – 3*
Fiscal Year 2014-2015	**$ 1,067,578**	**$ 424,420**
Fiscal Year 2015-2016	**$ 1,252,417**	**$ 512,994**
Fiscal Year 2016-2017	**$ 1,334,950**	**$ 609,037**
Fiscal Year 2017-2018	**$ XX**	**$ XX**

**Location Number 4 is not included due to use by the Culinary Arts Program for FY 2014-2015 and 2015-2016; Location Number 4 is not included for FY 2016-2017 due to use for student microwave stations and storage.*

1.4 Currently, the District has food and concession service vendors located in the food court and at other various locations, as more fully detailed in Sub-Section I through V below. This proposal request is intended to solicit proposals for **Vendor Locations No. 1 – 8 and stadium concessions**.

1.5 A Food Service Survey was conducted in Fall 2017 and Spring 2018. A committee was formed representing students, faculty, and staff. The survey included some demographic information, spend

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patterns, and, more importantly, what the campus community desires on campus. The Cerritos College Food Service Surveys are included in Section 5 of this RFP.

1.6 Cerritos College Culinary Arts Program. The Culinary Arts Program offers two food service venues that are open to students and the public – the Cerritos College Culinary Arts Café and the Falcon Room Restaurant. The Café is open Monday through Thursday, 11:00 AM through 1:00 PM. The Restaurant is open Monday through Thursday, 11:00 AM through 12:45 PM. Both locations are open for business during the third week of instruction during the Fall and Spring semesters and close one week prior to finals week. Both locations are closed during the Summer session. The Culinary Arts Program has first rights of refusal regarding catering on campus.

1.7 Academic Calendar. The District's academic and work calendar that detail all holidays and campus closures may be located at the following file path: https://www.cerritos.edu/hr/calendars.htm

1.8 Additional Information. The following information is provided for offeror's reference:

1.8.1 About Cerritos College: https://www.cerritos.edu/about/default.htm

1.8.2 Facts at a Glance: http://www.cerritos.edu/public-affairs/_includes/docs/2017/fact_sheet_7_2017.pdf

2. Term.

2.1 A contract awarded pursuant to this proposal request shall be for five (5) years starting on or around July 1, 2019 and ending on June 30, 2024.

3. Contractor Responsibilities.

3.1 Contractor shall provide all supplies, materials, and labor required to offer Food and/or Concession Services for the locations detailed in this RFP.

3.2 Contractor shall manage and oversee all Health Department compliance requirements, including but not limited to Ansul system inspections no less than twice per year by a certified inspector.

3.3 Contractor shall pay all fees for local licenses and sales tax which may become due by reason of its sale within the premises of the District.

3.4 Contractor shall perform all activities in a professional and expeditious manner, and the activities shall be in compliance with all applicable statutes, regulations, ordinances and/or directives of the District and any and all federal, state, county, municipal or local government authority having jurisdiction.

3.5 Contractor shall be responsible for any damage caused to District property as a result of its activities and shall restore those portions of District property affected to the same condition as that which existed prior to the damage.

3.6 Contractor shall abide by all directives of Campus Police and management with regard to all activities on District property, safety of persons and property, and use of vehicles and equipment.

3.7 Contractor shall be strictly liable for all equipment, tools, and personal property brought onto or left on District property.

3.8 Contractor shall keep the area within 10 yards of their location clean and presentable as determined by the District's representative.

3.9 Contractor shall dispose of all recyclables and waste in a manner consistent with District policies.

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3.10 Contractor shall Indemnify, hold harmless, protect and defend the District, its officials, officers, directors, employees, and its volunteers from and against any and all claims, costs or liabilities in any manner arising from the negligent acts, errors or omissions or willful misconduct of the Contractor, its employees, agents or persons coming onto District property with the Contractor's consent, while on District property.

4. Contractor Personnel Requirements

4.1 All on-duty employees of Contractor shall be easily identifiable as representatives of the Contractor by wearing a name tag and/or uniform.

5. Hours of Operation.

5.1 Contractor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operations typically are between the hours of 7:30 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer semester session hours of operation may vary.

6. Coffee and Concession Cart Services (Optional).

6.1 In conjunction with Contractor's proposal for a vendor location as more fully detailed in this RFP, Contractors are encouraged to propose a location(s) for coffee and/or concession carts on campus. One location desired is near the east entrance of the foyer of the Learning Resource Center (LRC). Contractors may consider and propose other locations for District's further evaluation and consideration. As noted, this is an optional requirement, but highly desired and will be considered during proposal evaluation.

7. District Responsibilities.

7.1 District shall grant permission to the Contractor to enter and use the designated area on campus for the purpose of a food and/or concession services in a manner consistent herewith.

7.2 District shall provide site location for Contractor's operations.

7.3 District shall provide power supply and other appropriate infrastructure for Contractor's services as mutually agreed to by District and Contractor.

7.4 District shall work with Contractor to advertise the location and the menu offerings to the campus community.

7.5 District shall assist in the recruiting of student workers for part-time assistance to Contractor.

8. Food and/or Concession Service Offerings/Menu.

8.1 Contractor shall attach a proposed menu with related pricing **labeled as "Exhibit E"**.

8.1.1 Contractor shall take into consideration fresh and healthy options, as well as affordable options based upon the demographics of the students being served, such as vegetarian and vegan.

8.1.1.1. Examples of fresh and healthy would be as follows: salads, wraps, vegan substitution options, fresh fruit, smoothies, breakfast sandwiches, yogurt/granola bowls, etc.

8.1.2 Contractor shall include "grab and go" options such as pre-packaged sandwiches, salads, fruit bowls, fresh squeezed juices, cold salads (i.e. pasta, potato, tuna, chicken, fruit, egg) and wraps.

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8.2 Contractor shall maintain the prices listed on the attached proposed menu for a minimum of two (2) years.

8.3 Any proposed changes to menu pricing due to unusual circumstances must be submitted to District representative in writing by Contractor, providing evidence to the circumstance, and preapproved by District.

9. Point-of-Sale.

9.1 Contractor shall detail the point-of-sale system and software intended to be used within its proposal. Systems should include convenient payment options that do not incur additional charges to customers.

10. Customer Payment Methods and Loyalty Programs (Optional).

10.1 Contractor shall detail within its proposal Contractor's availability of the following:

10.1.1 Ability for customer to place an order via a mobile device

10.1.2 Ability for customer to pay for an order via a mobile device (e.g., Android Pay, Apple Pay, Samsung Pay, TapNgo, etc.), without customer incurring a fee or additional charge, regardless of payment options.

10.1.3 Ability for customer to pay for an order via CalFresh, SNAP, and/or EBT card

10.2 Contractor shall describe any loyalty programs offered to customers (i.e., frequent purchase programs).

10.3 Contractor shall describe any group or community discount cards options, or Contractor's willingness to work with District regarding a group or community discount card program.

11. Student Employment.

11.1 Contractor shall detail within its proposal:

11.1.1 Student employment programs

11.1.2 Student employment goals

11.1.3 Percentage of students employed at other customer locations/campuses

12. Sustainability.

12.1 Contractor shall detail its sustainability efforts, to include but not limited to:

12.1.1 Use of corn-based products (i.e., cups, containers, lids, and flatware)

12.1.2 Limited or non-use of Styrofoam products

12.1.3 Use of environmentally friendly cleaning products

12.1.4 Locally sourced/reduction in carbon footprint food purchases

12.1.5 Mitigation and recycling of waste

12.1.6 Other sustainable practices

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13. Operating Fee.

13.1 Contractor shall propose a percentage of the gross sales per month to the District from Contractor's activities on the District's property. This amount shall be clearly identified within its proposal.

13.1.1 Gross sales shall be defined as all sales made from Contractor's activities on District property, less sales tax and customer returns, meals to employees, and promotional items sold at cost.

13.2 Contractor's Operating Fees shall be due and made payable by the 20th day of the month following the reporting period. Payment shall be mailed to:

Cerritos Community College District
Attention: Accounting Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

13.3 A statement of gross sales shall be submitted together with the Operating Fee. The Operating Fee shall constitute the Contractor's entire payment for all charges and services related to Contractor's use and occupancy of premises on District's property.

14. Signing Bonus.

14.1 Contractor shall pay to the District a one-time signing bonus of $2,500 for each location, for any contract awarded pursuant to this RFP.

15. Site Improvements.

15.1 Contractor shall propose improvements made to food service areas at campus locations, including any common areas.

16. Evaluation of Contractor Performance.

16.1 Contractor shall be subject to periodic audits by District to ensure compliance with any contract awarded pursuant to this RFP. This shall include, but not be limited to, quarterly meetings with Student Services.

17. Reporting Requirements and Procedures.

17.1 Contractor shall report to the Dean of Student Services or her designee as the primary District representative overseeing a contract awarded pursuant to this RFP.

18. Special Conditions.

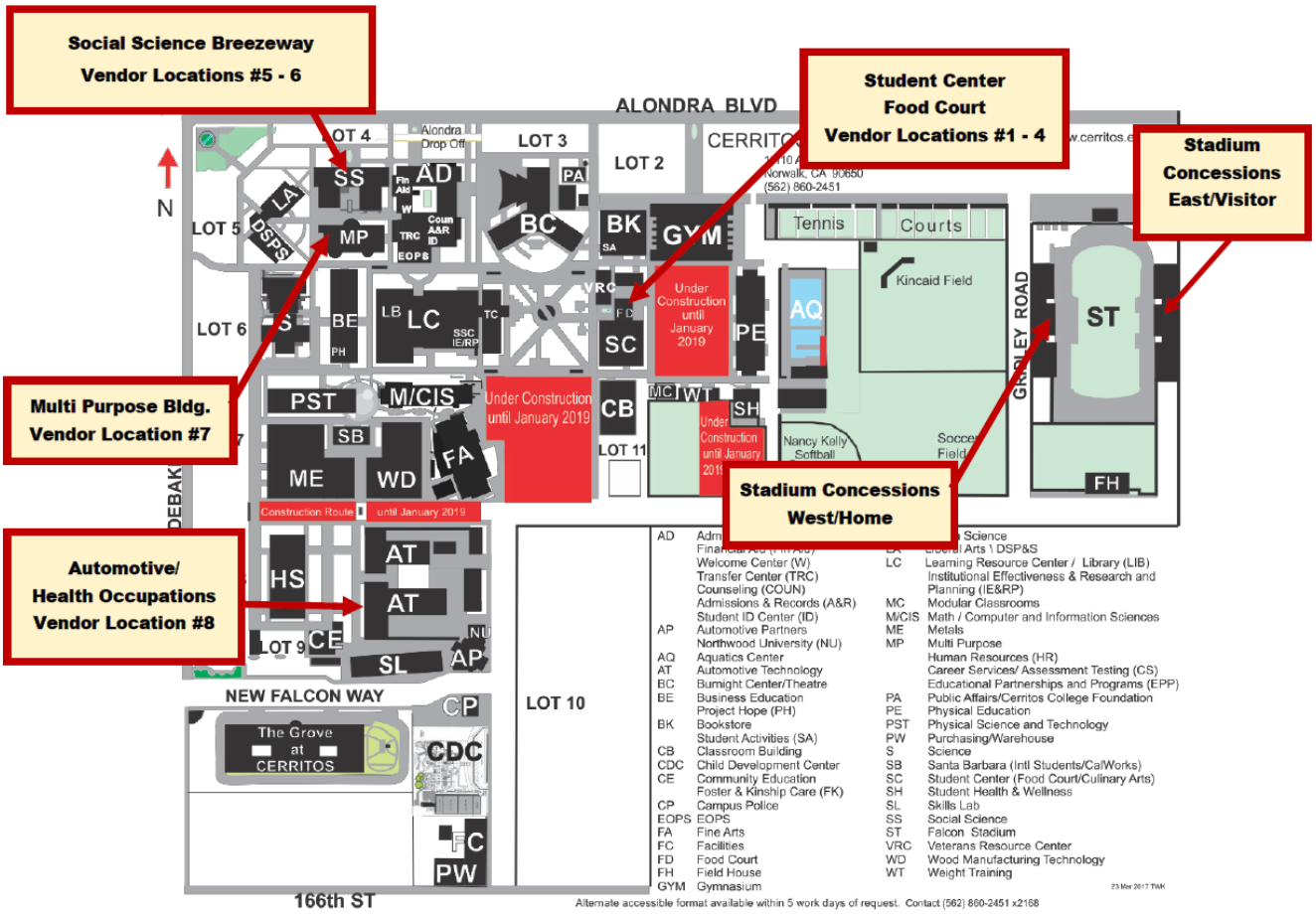
18.1 Contractor understands and agrees that Contractor has no right whatsoever to compensation or reimbursement of expenses or costs against the District as a result of any act performed by the Contractor on District Property or elsewhere in connection any contract awarded pursuant to this proposal request.

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SITE MAP

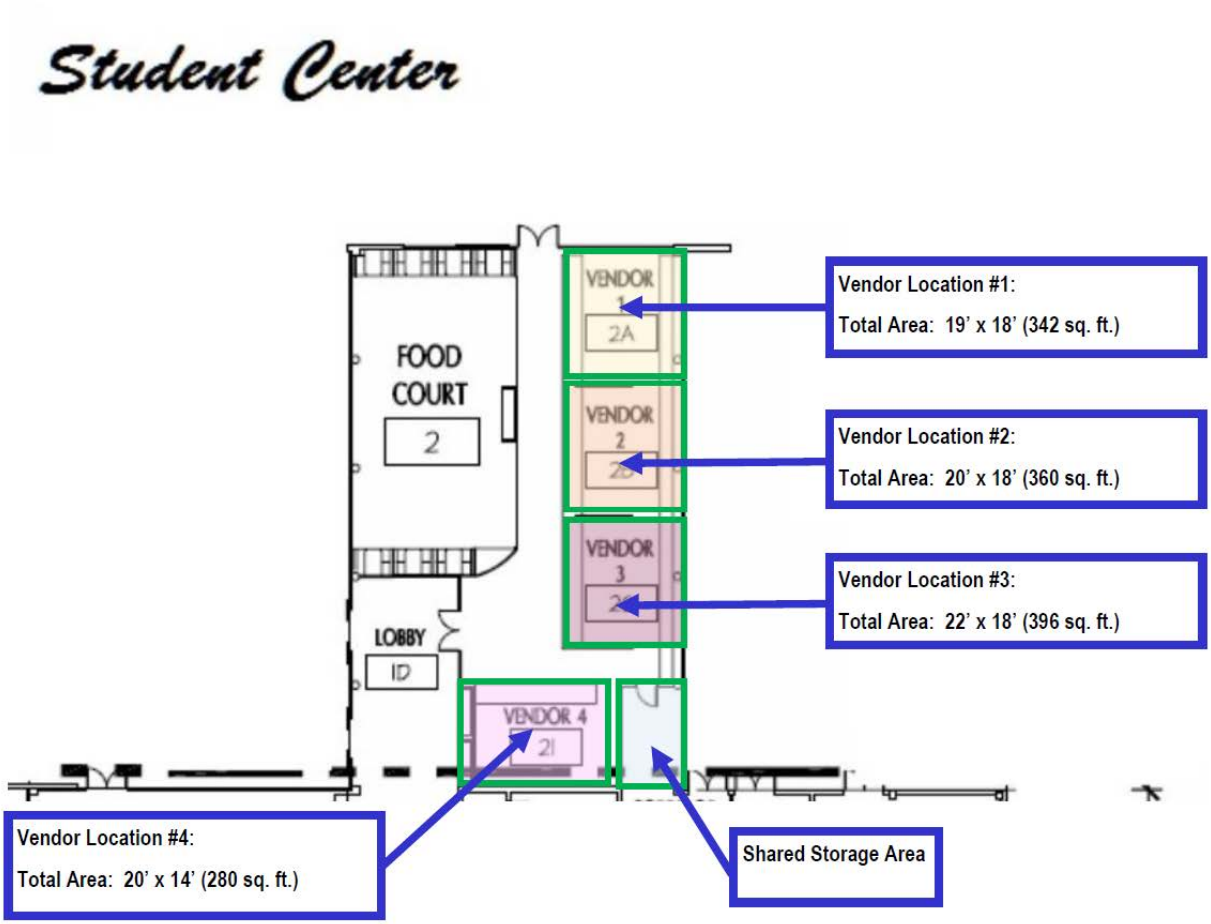
SECTION I

Campus Wide Food and Concession Locations



SECTION II

Student Center/Food Court Locations



Section II (A)

Vendor Location #1 – Total Area: 19’ x 18’ (Approx. 342 sq. ft.)





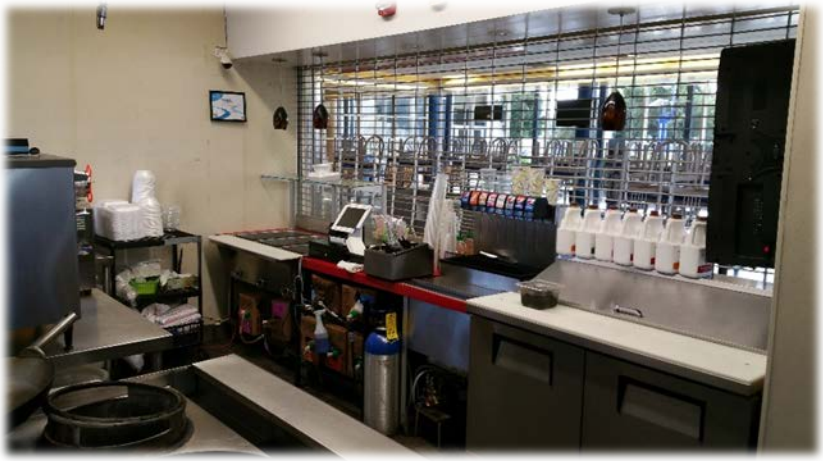


Section II (B)

Vendor Location #2 – Total Area: 20’ x 18’ (Approx. 360 sq. ft.)







Section II (C)

Vendor Location #4 – Total Area: 20’ x 14’ (Approx. 280 sq. ft.)





Section II (C)

Vendor Location #4 (Cont.)





Vendor Location – Common Areas



Hallway



Hallway



Storage Room

Vendor Location – Dinning Areas

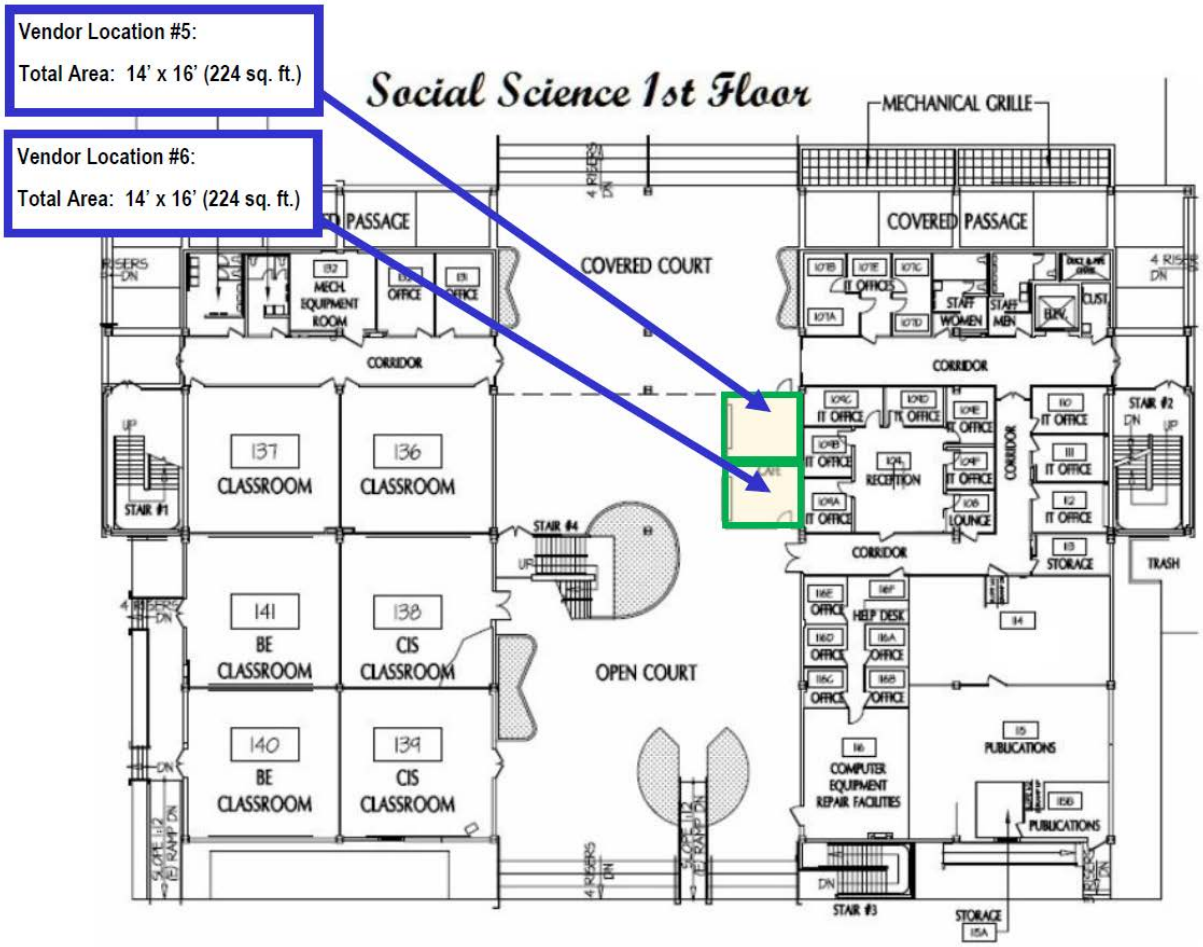






SECTION III

Social Science Breezeway Locations



Section III (A)

Vendor Location #5 – Total Area: 14’ x 16’ (Approx. 224 sq. ft.)







Section III (B)

Vendor Location #6 – Total Area: 14' x 16' (Approx. 224 sq. ft.)







Section III (C)

Vendor Location – Common Areas



Hallway



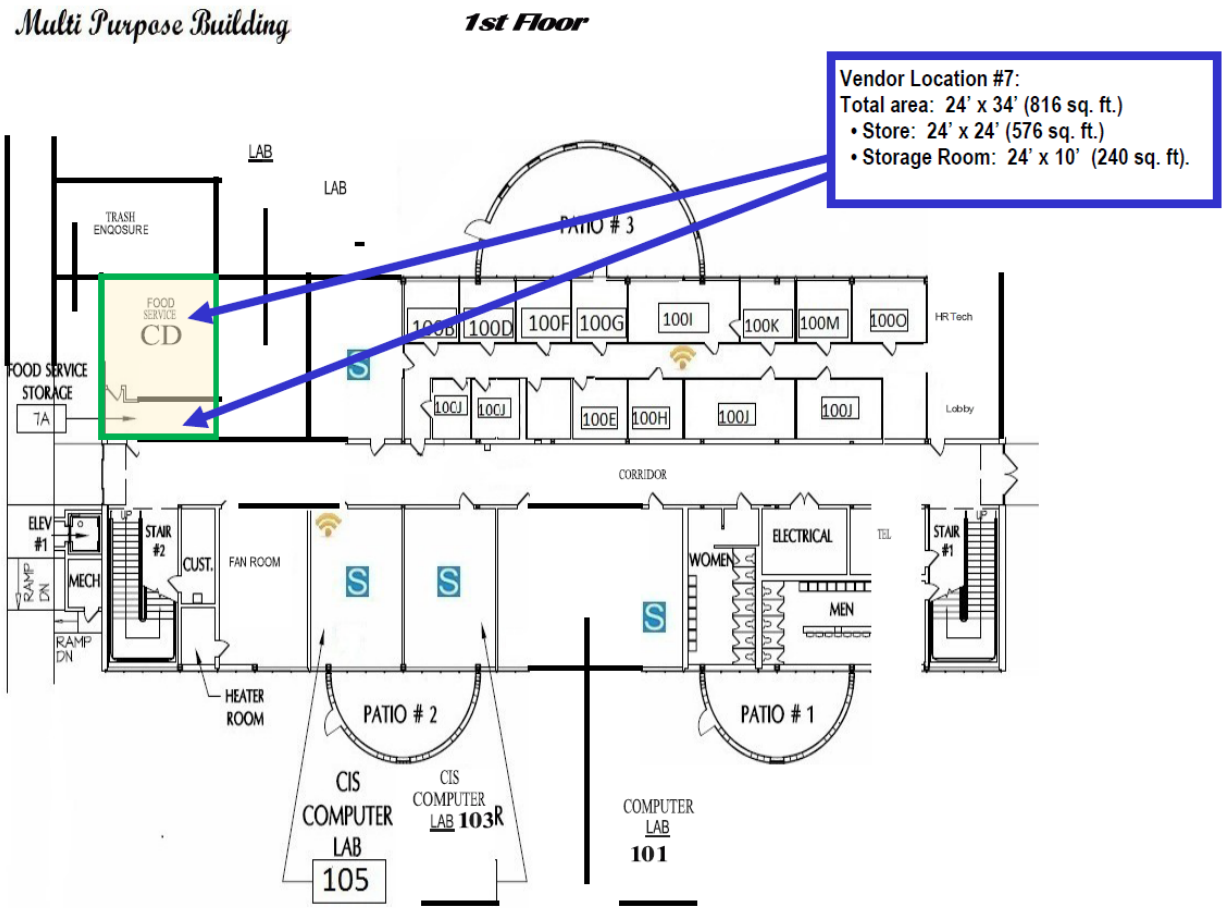
Sink



Hallway

SECTION IV

Multi Purpose Building Location

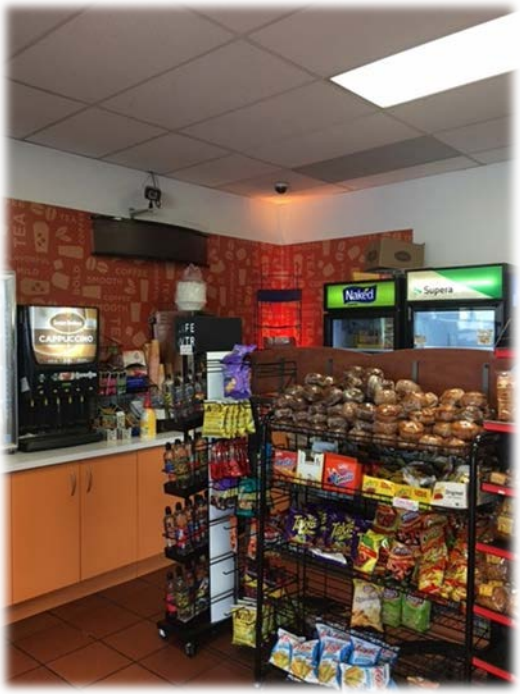


Section IV (A)

Vendor Location #7 – Total Area: 24’ x 34’ (Approx. 816 sq. ft.)







Section IV (B)

Vendor Location #7 (Cont.)



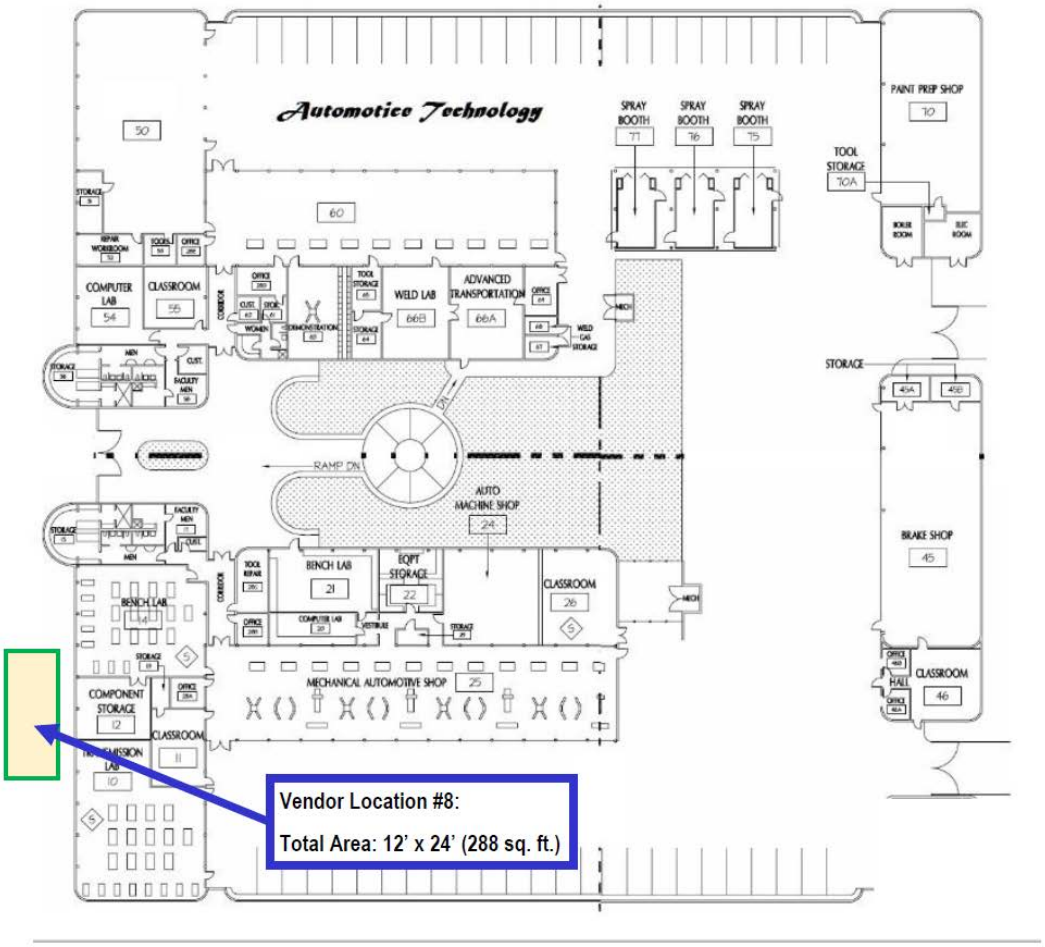
Storage Room



Trash Storage

SECTION V

Automotive/Health Occupations Location



Section V (A)

Vendor Location #8 – Total Area: 12’ x 24’ (Approx. 288 sq. ft.)





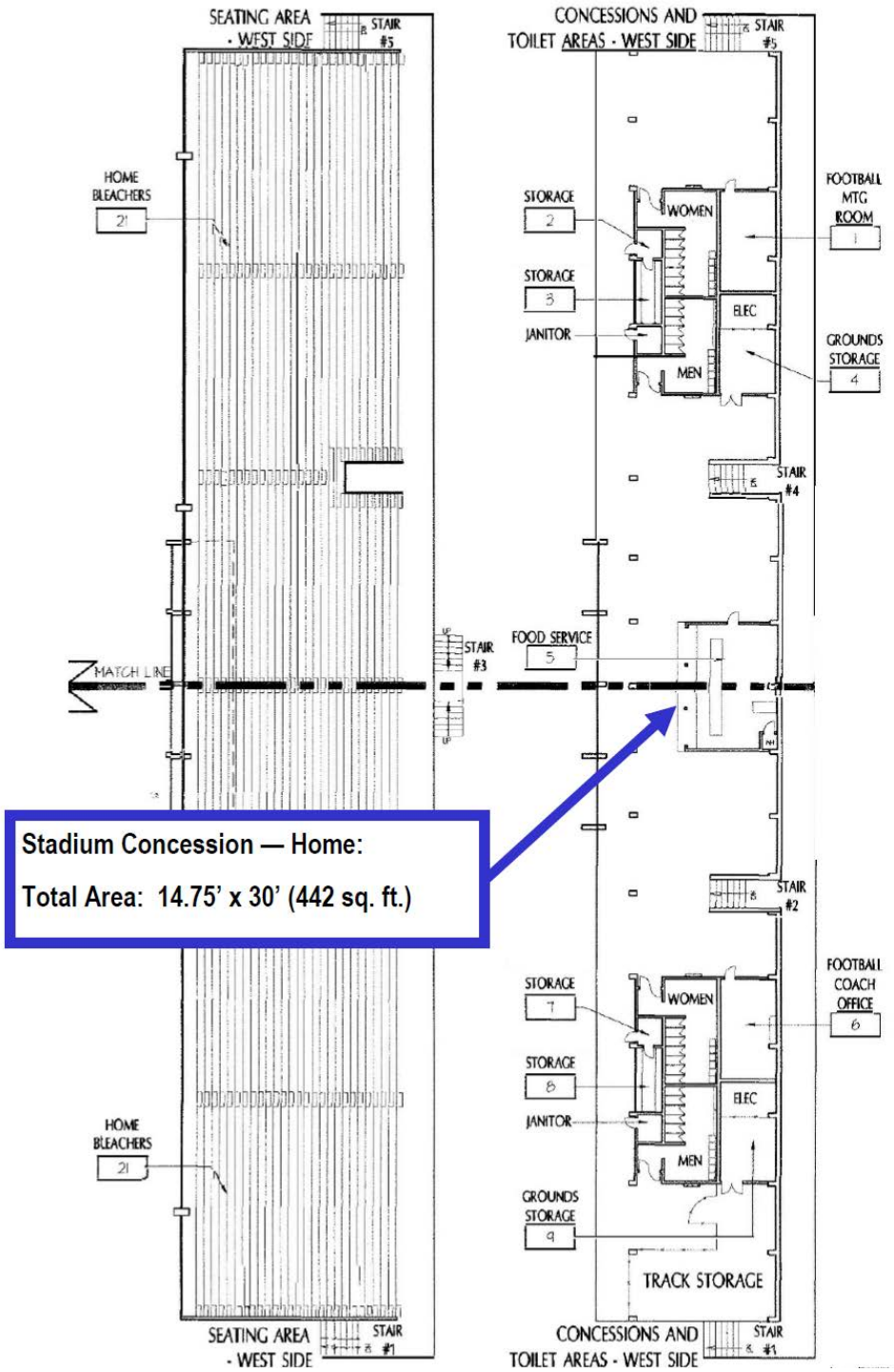


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SECTION VI (A)

Stadium Concession Locations

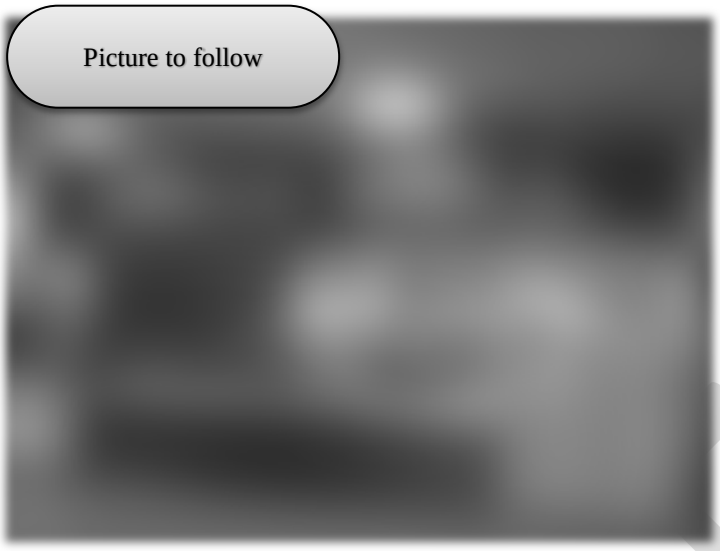
Stadium West - Home



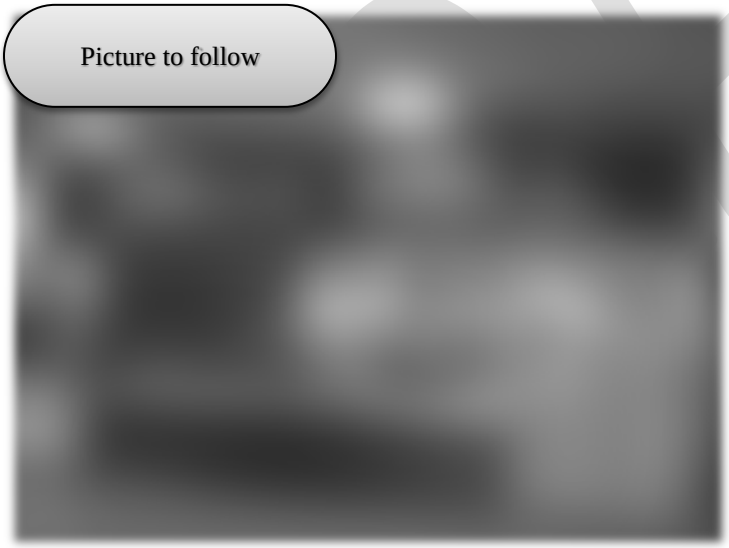
Section VI (A)

Stadium Concession (Home) – Total Area: 14.75’ x 30’ (Approx. 442 sq. ft.)

Picture to follow



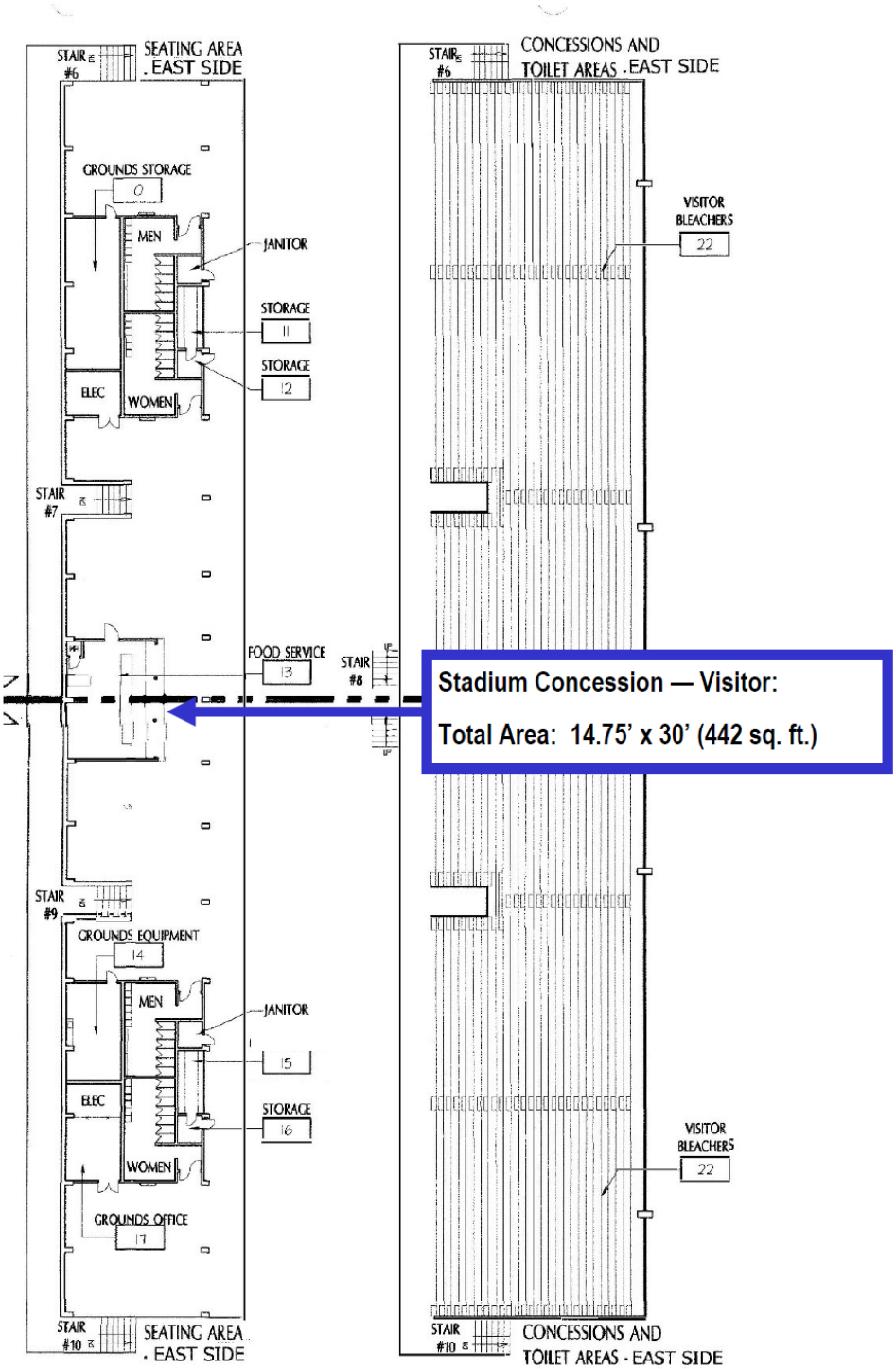
Picture to follow



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SECTION VI (B)

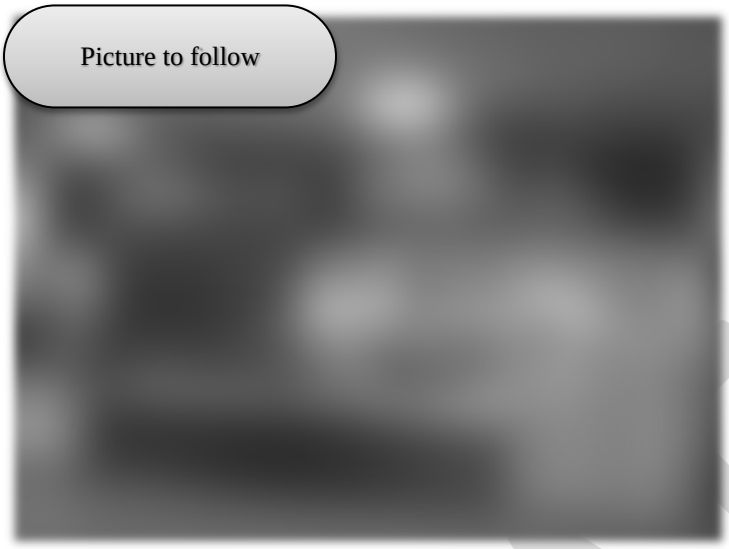
Stadium East – Visitor



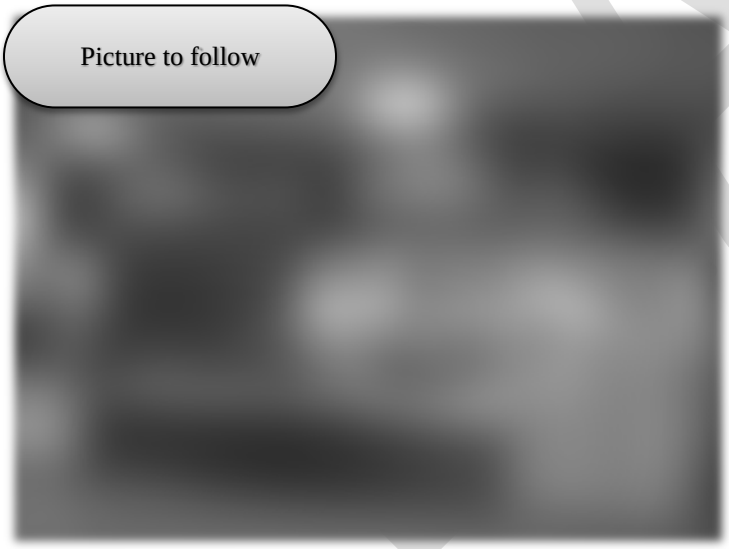
Section VI (B)

Stadium Concession (Visitor) – Total Area: 14.75’ x 30’ (Approx. 442 sq. ft.)

Picture to follow



Picture to follow



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Section 3 –Proposal Requirements

3.1 Proposal Format and Content

The emphasis of the Proposal should be on responding to the requirements set forth in the Request for Proposal. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the Proposal. Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

Format

1. **LETTER OF TRANSMITTAL**
   - 1.1 identify the submitting organization;
   - 1.2 identify the name and title of the person authorized by the organization to contractually obligate the organization;
   - 1.3 identify the name, title and telephone number, and email address of the person authorized to negotiate the contract on behalf of the organization;
   - 1.4 identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification;
   - 1.5 explicitly indicate acceptance of the terms and conditions as stated in this RFP;
   - 1.6 be signed by the person authorized to contractually obligate the organization, and;
   - 1.7 acknowledge receipt of any and all addenda to this RFP. The first page of each addenda shall be placed behind the Letter of Transmittal and signed by the authorized organizational representative.

2. **RESPONSE TO MANDATORY REQUIREMENTS**
   - 2.1 Offeror must present a proposed method of satisfying the requirements as specified in the Scope of Work and Technical Specifications; the narrative must directly reference the Scope of Work and Technical Specifications—each item must be addressed;
   - 2.2 Resumes of personnel that will be assigned to provide the services;
   - 2.3 Company's experience and qualifications for similar types of work;
   - 2.4 Company financial statements – five (5) years (Income Statement, Balance Sheet & Statement of Cash Flows)) and/or a letter of good standing/financial stability from an independent certified public accountant (CPA) providing a general description of the firm's financial condition; Offerors that provide both (company financial statements and letter of good standing/financial stability) or the former (company financial statements), may receive more points allotted to their submittal (in that hierarchical order) than those Offerors that only provide a letter of good standing/financial stability from an independent CPA; Offerors shall also disclose any conditions that may impede the Offeror's ability to provide services to District (e.g., bankruptcy, pending litigation, planned closures, impending mergers, etc.);

3. **CERTIFICATION (Exhibit A)**
   - 3.1 Offeror will certify that this submittal is made without collusion with any other person, firm, or corporation;

4. **CONTRACT TERMS AND CONDITIONS (Exhibit B-1) AND ADDITIONS, DELETIONS AND/OR EXCEPTIONS (Exhibit B-2)**
   - 4.1 If Offeror wishes to add, delete and/or take exception to any of the terms of this RFP, they must be stated per Exhibit B-1 and B-2;

5. **REFERENCES FORM (Exhibit C)**

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5.1 Please provide references, preferably from a community college or other institution of higher education, of similar scope and industry, on the "References" sheet provided in this RFP; this list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Offeror's related experience;

6. **BUSINESS PROFILE FORM (Exhibit D)**
   6.1 This form shall be completed in its entirety; if additional space is needed, additional pages may be attached;

7. **FOOD AND/OR CONCESSION SERVICE MENU OFFERINGS/MENU (EXHIBIT E) – PROVIDED BY OFFEROR**
   7.1 Offeror shall attach a proposed menu with related pricing for each location labeled as "Exhibit E"

8. **PERSONNEL ASSIGNED TO PROJECT (EXHIBIT F) – PROVIDED BY OFFEROR**
   8.1 Reference Item 11, Exhibit D, Business Profile

9. **ADDITIONAL MATERIAL (optional)**
   9.1 Offerors may include other materials that they feel may improve the quality of their responses.

Offerors are encouraged to review all proposal submittal documents, as withdrawal or correction may not be permitted after the proposal has been opened. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District.

All proposals shall be signed and the title and company name indicated. A proposal by a corporation shall be signed by an authorized officer, employee, or agent with his or her title.

An Offeror deviating from specifications must specify any and all deviation(s) on Exhibit B-1 and B-2. Failure to note said exceptions shall be interpreted to convey that the Offeror shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

3.2 Request for Clarification/Information (RFC/RFI)

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other pre-proposal documents shall be directed to **Mark B. Logan** at mlogan@cerritos.edu faxed to **562-467-5020**. To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for offerors to submit questions". Any and all such interpretations and any supplemental instructions will be posted Purchasing's website at www.cerritos.edu/purchasing not later than the date fixed as "Last Day for District to answer questions". All addenda so issued shall become part of the contract documents. **Under no circumstances may the Offeror contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, or members of the Board of Trustees. If a prior relationship exists between Offeror and District, Offeror may only discuss matters for which the Offeror is contracted. Failure to comply with this provision may deem Offeror's proposal non-responsive.**

3.3 Addenda

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection. **Offerors are**

primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Offeror should access Purchasing's website at www.cerritos.edu/purchasing to verify that he/she has received all Addenda issued, if any.

3.4 Request for Proposal (RFP) Submittals

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective offerors are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Offeror's information to competing offerors prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the Offeror's most favorable terms from a price and technical standpoint.

3.5 Award of Contract

Proposals will be analyzed and award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the District, taking into consideration price and the criteria established for evaluation set forth in the request for proposal.

The District may make such investigations as it deems necessary to determine the ability of the Offeror to provide the goods and/or service as specified, and the Offeror shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.

The District reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the District. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

The District reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one Offeror or by award of separate items or groups of items to various offerors as the interests of the District may require, unless the Offeror clearly specifies otherwise in his proposal.

Upon acceptance by District, a contract will be issued to the successful Offeror and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party. Services are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

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Section 4

DISTRICT'S STANDARD FORM CONTRACT FOLLOWS

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CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)

This Operating Agreement ("Agreement") is made and entered into this _____ day of _____ **201**_____, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and _____ ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1, 2019**, and end at the close of business on **June 30, 2024** ("Term").

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

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Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the

Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

6.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **percent** (%) of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **$2,500.00**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

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Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

17. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

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18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

20.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public

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disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

[Vendor Information]

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	**"Vendor"**
Cerritos Community College District	
By: _____	By: _____
Title: _____	Title: _____
	E-Mail: _____
	Tax ID Number: _____

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Exhibit "A"
District Facility

Food Service Location - Approximate ( ) square feet portion of the Food Service Locations as depicted in the attached diagram.

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Exhibit "B"
Permitted Food Services

1. Food Services:

a. [INSERT DESCRIPTION OF TYPE OF FOOD AND BEVERAGES]

b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. Hours of Operation

a.

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Exhibit "C"
Health, Safety and Waste Management Requirements

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

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

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

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

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Exhibit "D"
Environmental Health and Safety Requirements

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

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

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

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

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Section 5

DISTRICT'S FOOD SERVICES SURVEYS FOLLOW

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Institutional Effectiveness, Research, & Planning

Food Service Survey

May 14, 2018

This report examines students' and employees' experiences with Cerritos College's current on-campus dining and concession facilities. The results will inform strategies to improve the quality of food and drinks available to the campus community. The survey was conducted via convenience sample of students, staff, faculty, and administrators in the spring term of 2018.

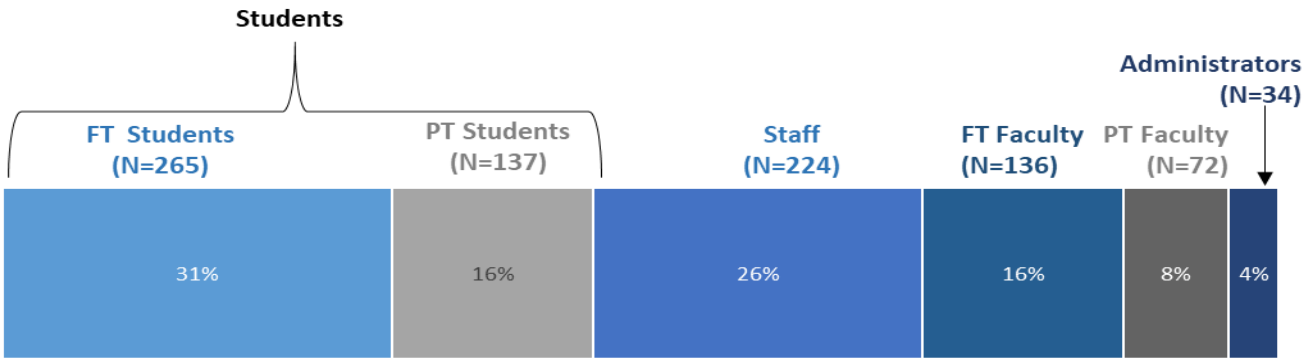
EXECUTIVE SUMMARY

- A number of respondents indicated dissatisfaction with the campus' current food options; however, the response rate to this item was lower than most items on the survey (*n*=663). 40% of the respondents indicated satisfaction.
- Respondents felt it was important to keep Subway and the Zebra Café.
- Students and employees felt that on-campus food should be affordably priced and offer healthy options.
- A plurality of students and employees expressed an interest in Italian, Mexican, and vegetarian foods.

Details of the Data

Cerritos College e-mailed an online survey link to students, staff, faculty, and administrators during the spring 2018 term. A total of 868 people responded. Approximately half (46%) of respondents were either full or part time students (Figure 1). The survey asked about respondents' views of campus food service, including their experiences with the current food service options, preferences for different types of food, and the importance of maintaining the campus' existing vendors. The results of this survey should be interpreted with caution because respondents were not probabilistically sampled and may not be representative of the Cerritos College community.

Figure 1. Students were the largest group of respondents.



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Decision to Eat on Campus

The majority of both students (65%) and employees[1] (75%) reported that they bought food or drinks on campus (Figure 2). Students who did not buy food on campus cited the price, quality, and lack of healthy food (Figure 3). Similarly, employees who did not purchase food or drinks cited the quality and lack of healthy food. Appendix A contains a summary of the open-ended responses in the "Other" category.

Figure 2. The majority of respondents had purchased food on campus.

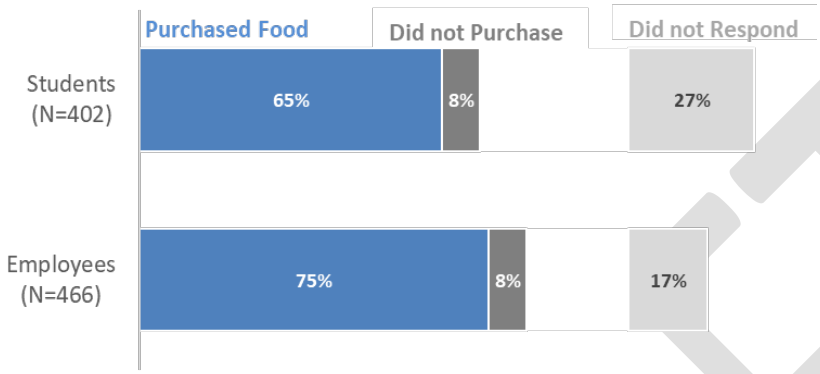
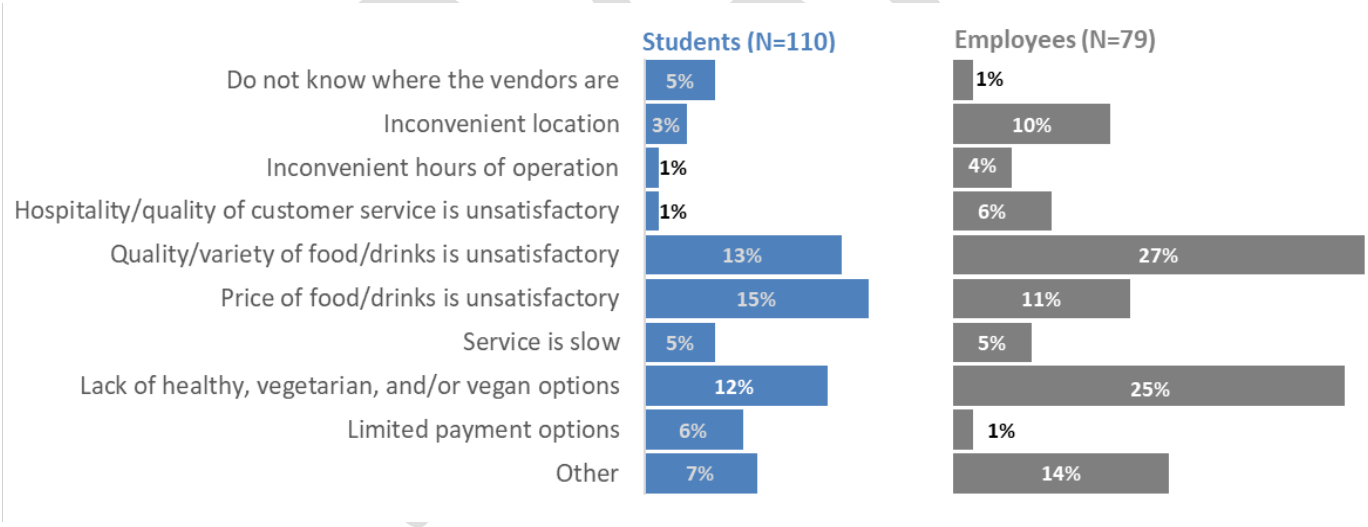


Figure 3. Both students and employees who did not eat on campus cited the lack of healthy options and the quality of food.

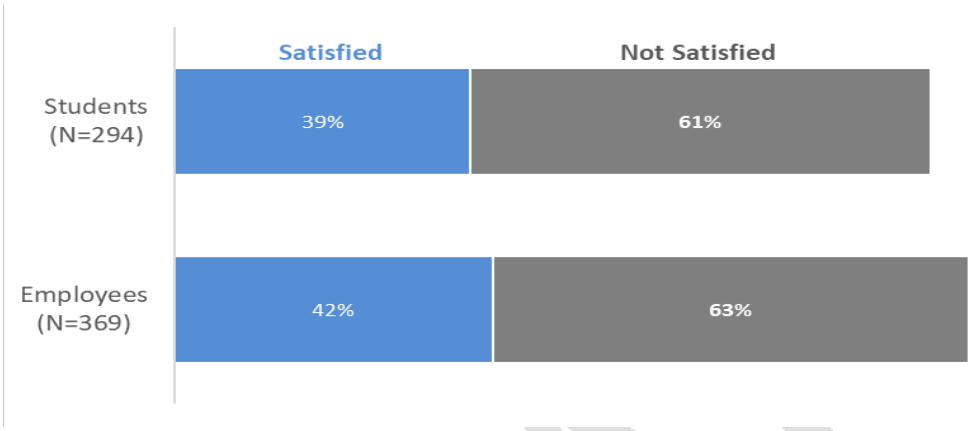


[1] The term "employees" refers to staff, faculty, and administrators.

Satisfaction with Current Food Options

The survey asked respondents if they were satisfied with the quality and variety of food options on campus. A majority of both students (61%) and employees (63%) reported that they were not satisfied with the current food options (Figure 4). It is important to note that approximately one-quarter of students (27%) and approximately 17% of employees chose not to respond to this question.

Figure 4. A majority of student and employee respondents were dissatisfied with the campus' current food offerings.



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Ranking the Importance of Aspects of Food Service

Respondents were asked to rank the importance of the following qualities of campus food services:

- Having healthy, vegetarian, and/or vegan options
- Affordable pricing
- Hospitality/quality of customer service
- Vendors offer employment opportunities for Cerritos College students
- Vendors are locally and/or privately owned (Non-franchise, non-corporate, etc.)
- Variety
- Convenient hours of operation
- Convenient location on campus

Analysis showed that healthy options and affordable pricing were the two most important qualities for both students and employees. A plurality of students (38%) ranked healthy options among their top three most important qualities and a majority (57%) ranked affordable pricing within their top three (Table 1). About half (49%) of employee respondents indicated that having healthy options ranked in their top three most important qualities (Table 2). Fifty percent of employees also ranked affordable pricing within their top three qualities.

Table 1. A plurality of students ranked affordable pricing as the most important quality of food service on campus.

	Rank							
Quality	1st	2nd	3rd	4th	5th	6th	7th	8th
Healthy, vegetarian, vegan options	18%	12%	8%	5%	5%	7%	3%	10%
Affordable pricing	29%	22%	6%	3%	4%	0%	2%	2%
Hospitality	3%	10%	18%	12%	7%	8%	6%	4%
Offer student employment	3%	4%	8%	13%	7%	9%	12%	11%
Vendors are locally/privately owned	3%	3%	4%	7%	14%	8%	13%	17%
Variety	5%	11%	11%	11%	8%	15%	4%	3%
Convenient hours	2%	4%	7%	9%	11%	11%	19%	3%
Convenient location	7%	3%	9%	7%	11%	8%	9%	17%

Table 2. A plurality of staff members, faculty, and administrators ranked healthy, vegetarian, and vegan options as the most important quality for food service on campus.

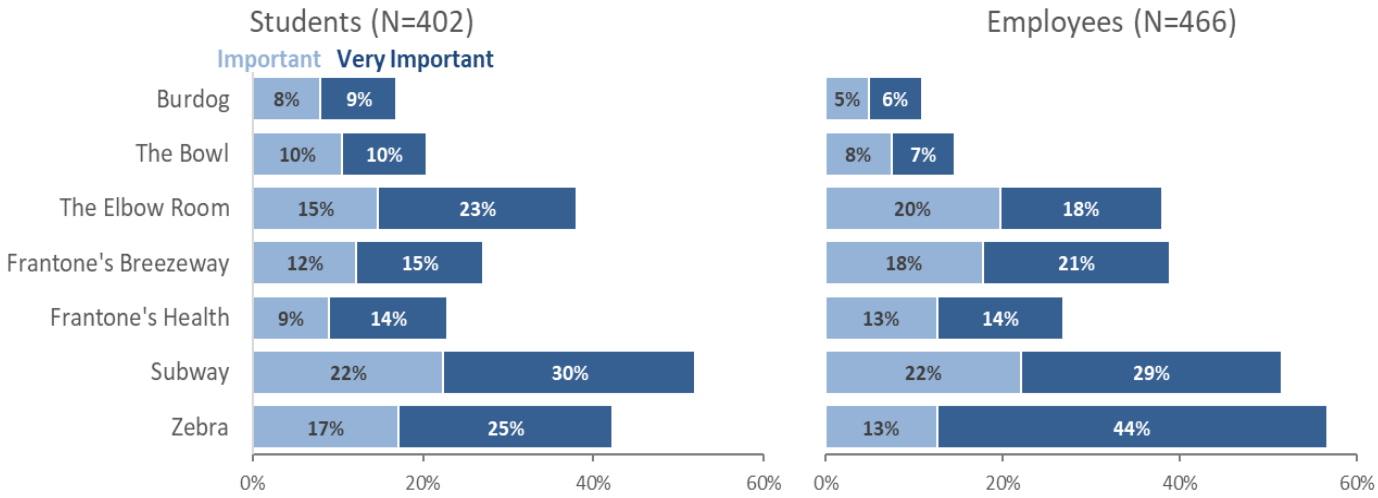
	Rank							
Quality	1st	2nd	3rd	4th	5th	6th	7th	8th
Healthy, vegetarian, vegan options	22%	10%	7%	6%	5%	6%	5%	11%
Affordable pricing	20%	19%	11%	6%	5%	4%	3%	2%
Hospitality	3%	7%	12%	13%	13%	12%	6%	2%
Offer student employment	4%	6%	9%	10%	8%	11%	14%	9%
Vendors are locally/privately owned	8%	6%	4%	6%	11%	8%	10%	22%
Variety	11%	10%	11%	12%	10%	8%	7%	3%
Convenient hours	4%	8%	10%	10%	10%	10%	13%	5%
Convenient location	8%	7%	7%	8%	9%	9%	10%	17%

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Importance of Keeping Vendors

The survey asked respondents to rate the importance of keeping the campus' existing vendors on a scale ranging from *Not at all Important* to *Very Important*. Figure 5 shows the percentage of each group that felt it was important or very important to keep each establishment. The majority of students reported that keeping Subway (52%) was important or very important. A plurality of students rated keeping Zebra Café (42%) as important or very important. Similarly, a majority of employees felt that keeping Subway (51%) and Zebra Café (57%) was important or very important.

Figure 5. Both Students and Employees rated Subway and Zebra Café as the most important establishments to keep on campus.



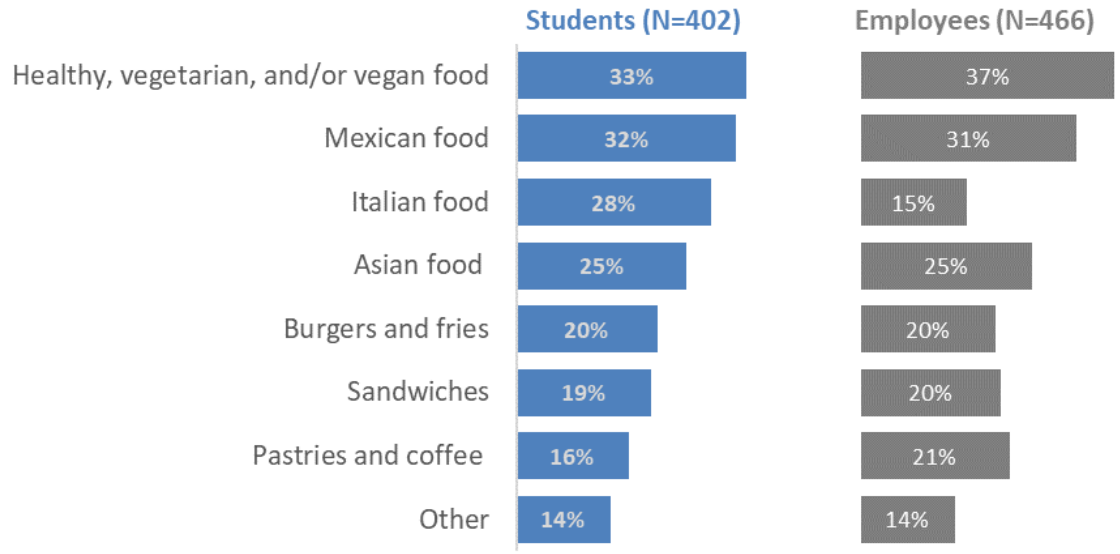
Preferences for Food Types

Respondents reported their preferences for types of food they would like to see on campus, including the following categories:

- Healthy, vegetarian, and/or vegan food
- Burgers and fries
- Mexican food (tacos, burritos, etc.)
- Asian food (noodles, rice bowls, etc.)
- Italian food (pizza, pasta, etc.)
- Pastries and coffee (coffee, specialized coffee, pastries, etc.)
- Sandwiches (subs prepackaged, chips, grab and go, etc.)
- Other (please specify)

For both students and employees, healthy, Mexican, and Asian food were popular choices. About one-third (28%) of students also reported a preference for Italian food (Figure 6). Appendix B provides a summary of the responses. Most of these responses described healthy foods.

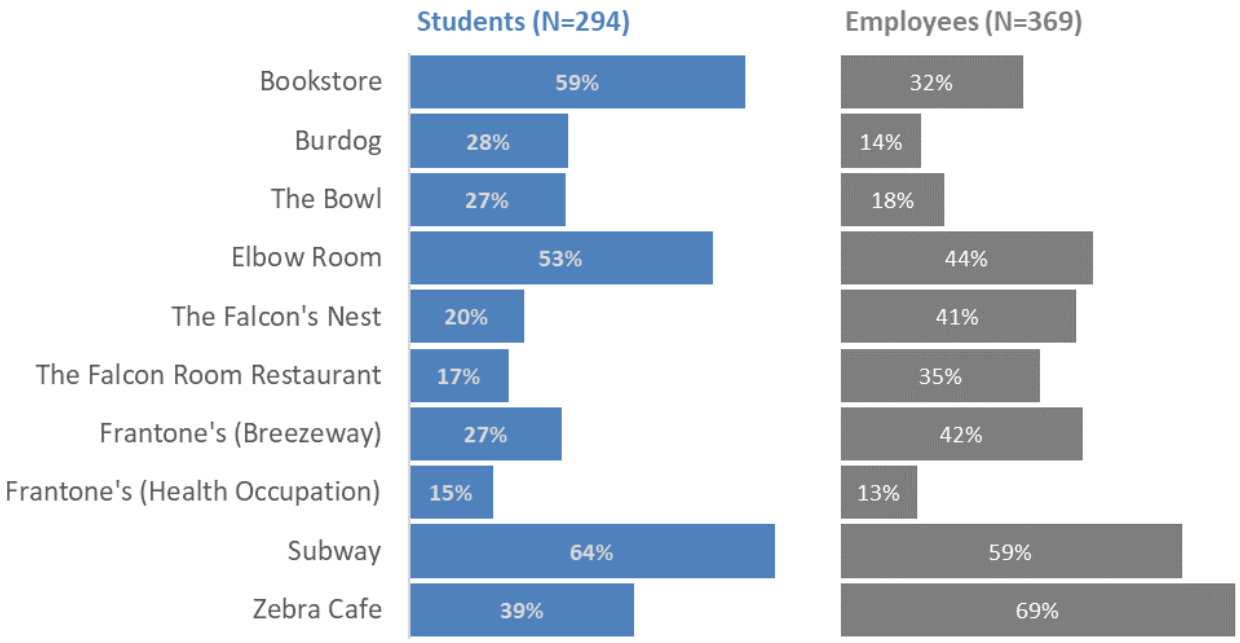
Figure 6. Healthy, Mexican, and Asian food were popular choices for both students and employees.



Preferences for Current Food Vendors

The survey asked respondents about which on-campus establishment they patronize. Subway was the most popular choice among students (Figure 7). Many students also purchased food from the bookstore and the Elbow Room. The majority of employees bought food or drinks from the Zebra Café and Subway. When respondents reported that they had purchased food from a particular establishment, they were asked to give the reasons why they purchased food from it. On the other hand, when respondents reported that they did not purchase food from an establishment, they were asked why they did not purchase food from it. Appendix C summarizes this information for each on campus store and restaurant. Overall, respondents were likely to patronize a particular establishment because of its location.

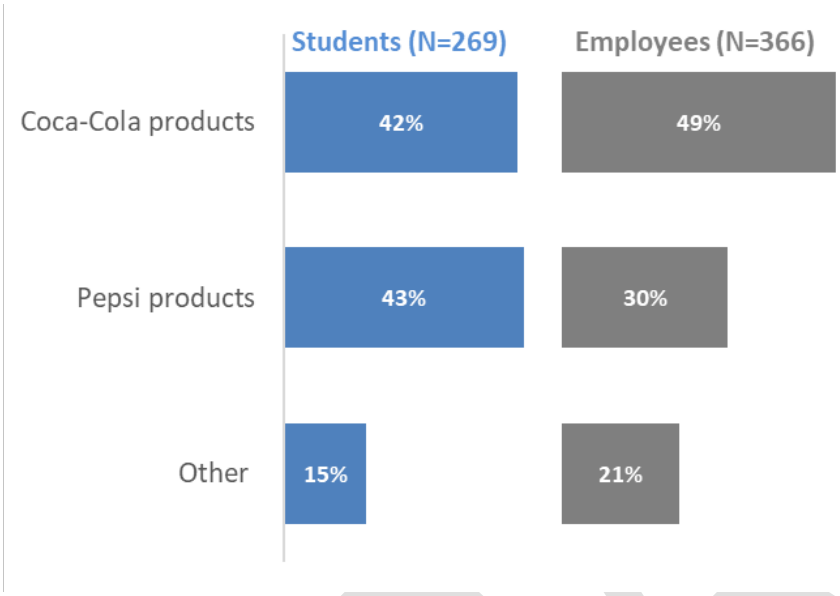
Figure 7. A majority of both students and employees reported that they purchased food from Subway. A majority of employees reported that they purchased food from Zebra Café.



Preferences for Beverage Companies

Respondents were asked to rate their preferences for Coca-Cola, Pepsi, or other beverage products. Student opinion was almost equally split between Coca-Cola and Pepsi. A plurality of employees chose Coca-Cola. Appendix D shows the other responses to this question.

Figure 8. Student respondents were equally split between Coca-Cola and Pepsi products. A plurality of employees preferred Coca-Cola products.



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Appendix A: Other Reasons for Not Eating on Campus

The survey asked respondents for other reasons they did not eat on campus. Figure A.1 shows the categories of the open-ended responses and the number in each category. Bringing one's own food was the most popular reason for not buying food on campus.

Figure A.1. Among the respondents who did not eat food on campus, the most common reason was bringing one's own food.



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Appendix B: Food Types

The survey asked students for other food types that they would like to see on campus. Figure B.1 shows the categories of the open-ended responses and the number in each category. Healthy food was the most commonly requested type of food.

Figure B.1. Healthy food was the most popular request.



Appendix C: Reasons for Purchasing or Not Purchasing Food from Each Campus Establishment

The survey asked respondents for their reasons for purchasing or not purchasing items from the various on campus vendors. Figures C.1 to C.20 show percentage of respondents who gave each reason for purchasing or not purchasing items from each establishment. Note that not every respondent provided a reason and, consequently, the percentages do not necessarily add up to 100%.

Figure C.1. Both students and employees reported that location was the most important reason for buying food from the bookstore.

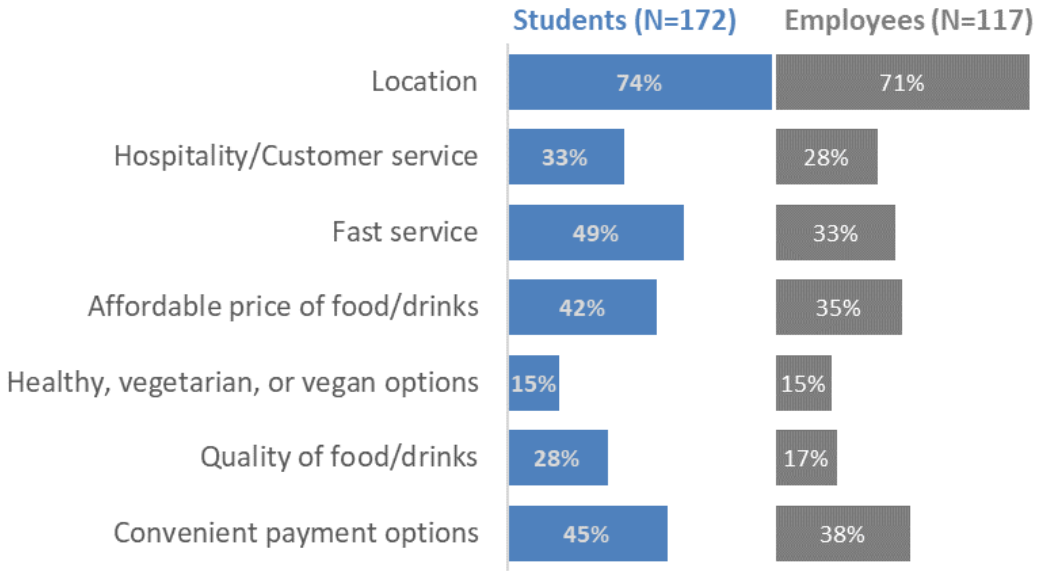


*Figure C.2. Students who **did not buy** food from the bookstore cited its location and prices. Employees who did not purchase items from the bookstore cited its location.*

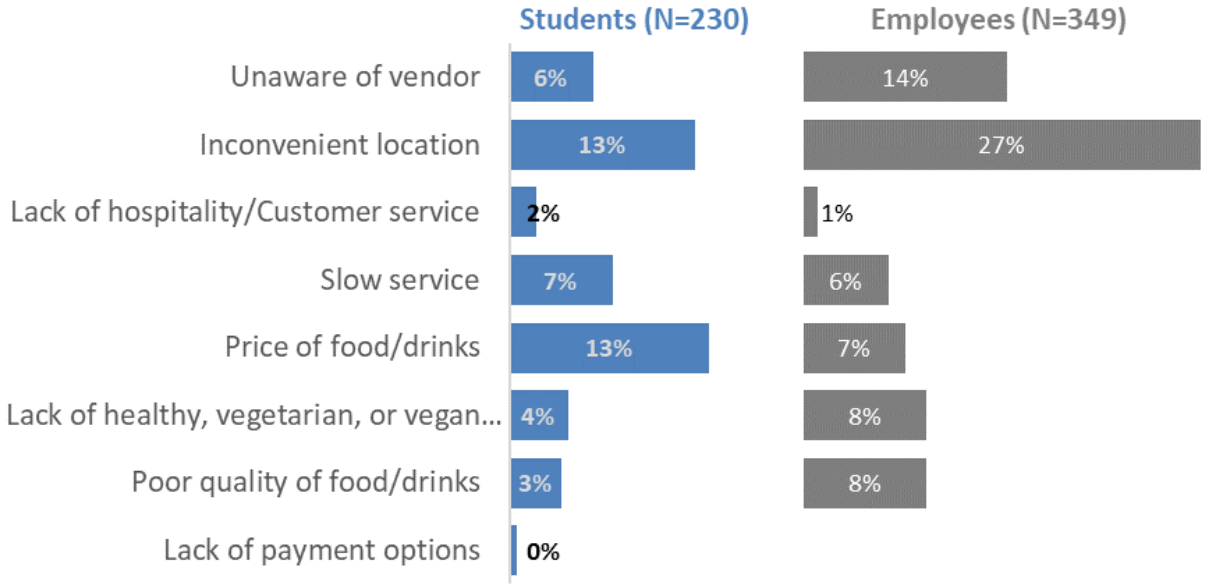


Figure C.3. The majority of students and employees bought food from Burdog cited its location and food quality.

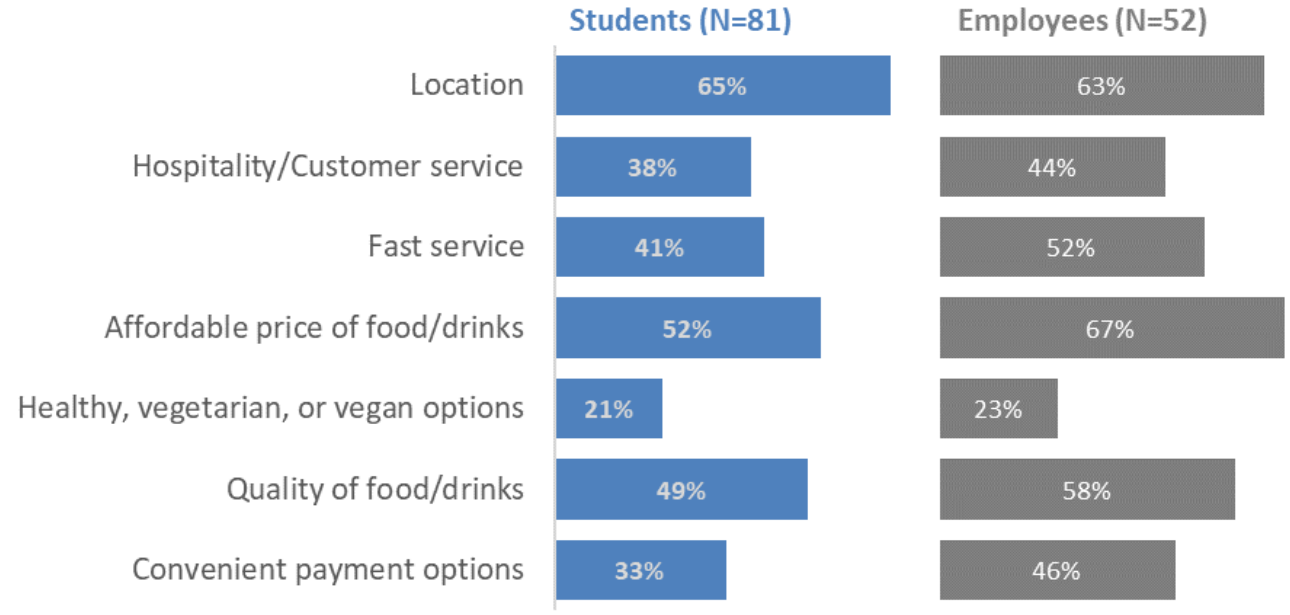


*Figure C.4. A plurality of students and employees who **did not buy** food from Burdog cited its food quality.*

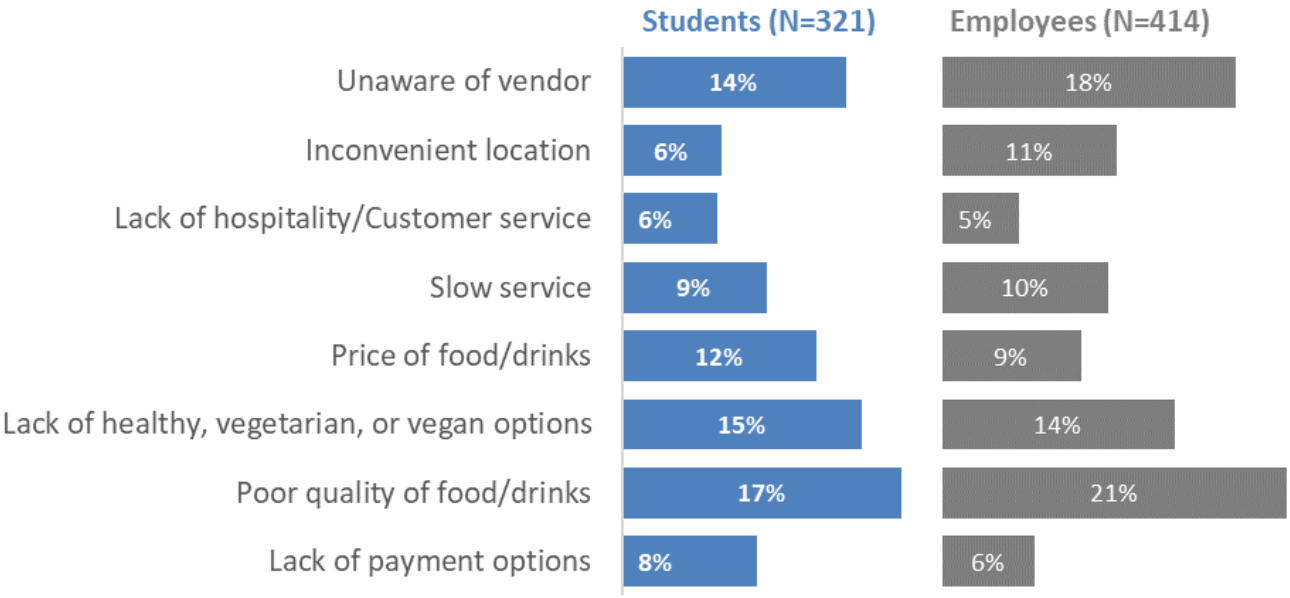


Figure C.5. The majority of students and employees bought food from The Bowl because of its location.

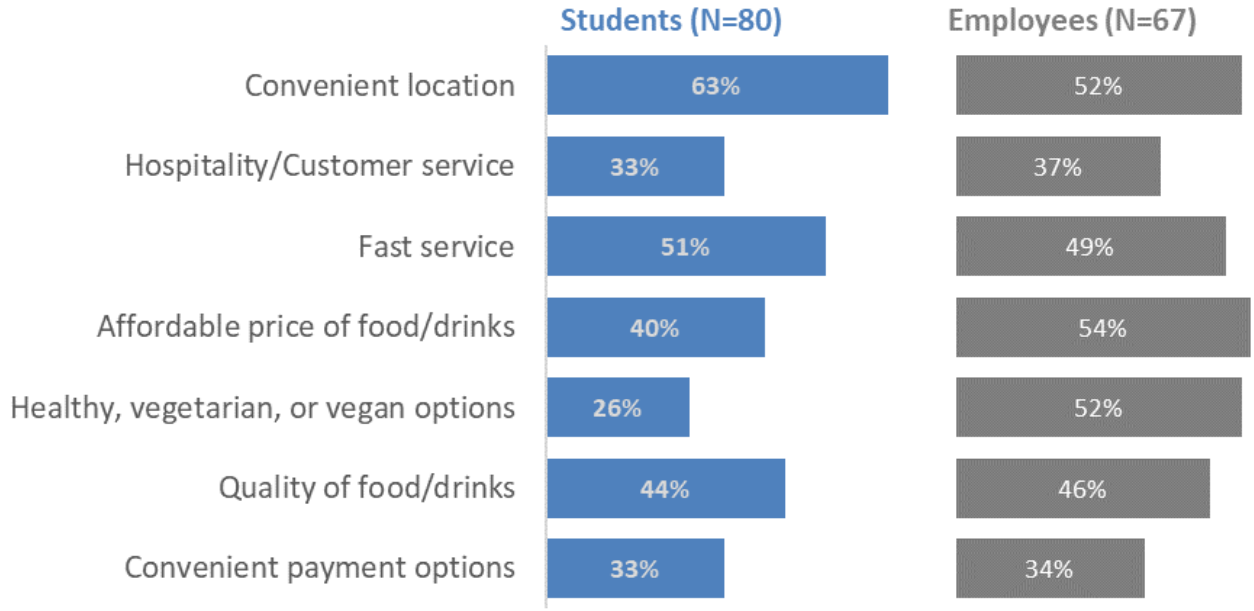


*Figure C.6. A plurality of both students and employee **who did not** buy food from the Bowl cited its food quality.*

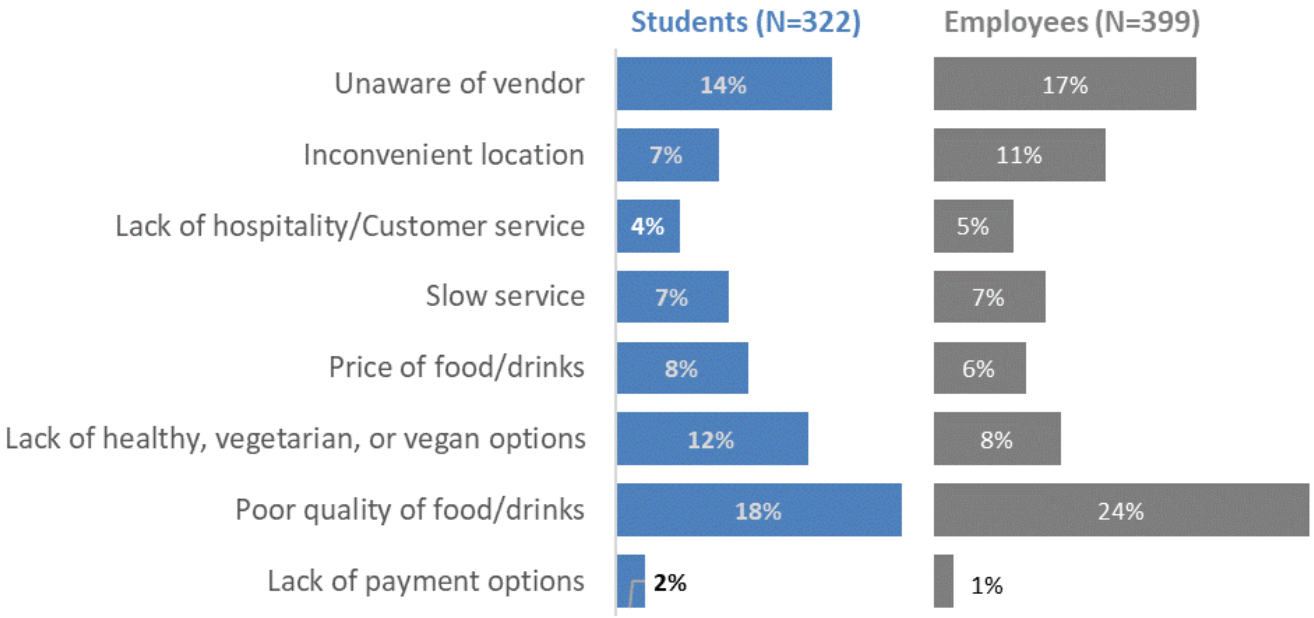


Figure C.7. The overwhelming majority of students and employees bought food from The Elbow Room because of its location.

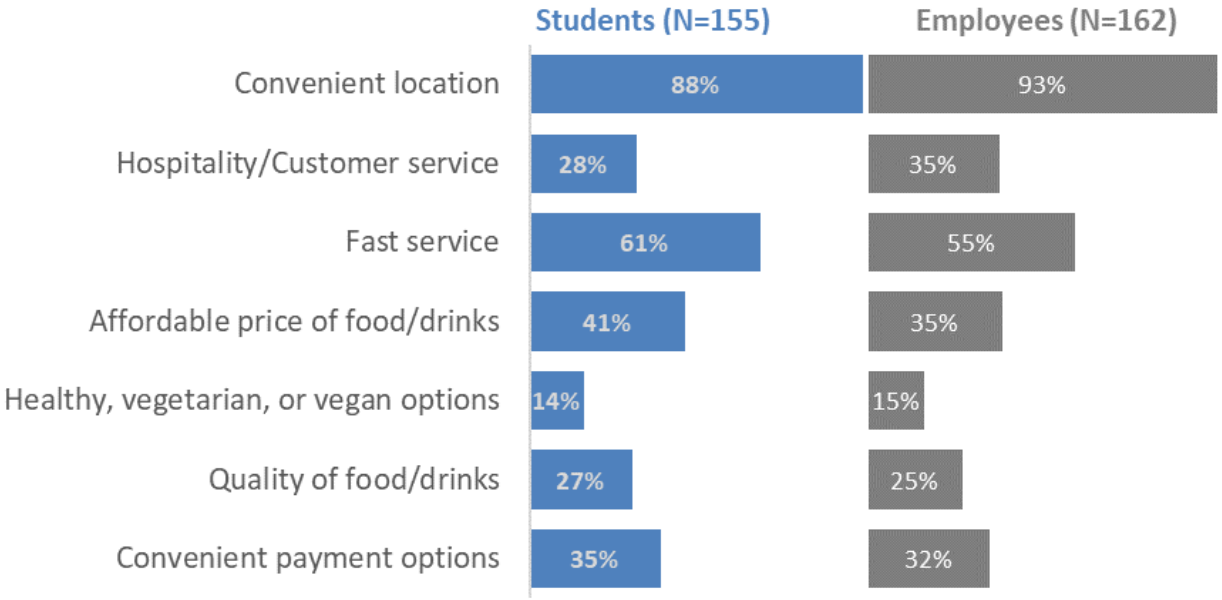


*Figure C.8. A plurality of students **did not buy** food from the Elbow Room because they were unaware of it. A plurality of employees cited the poor quality of its food and drinks.*

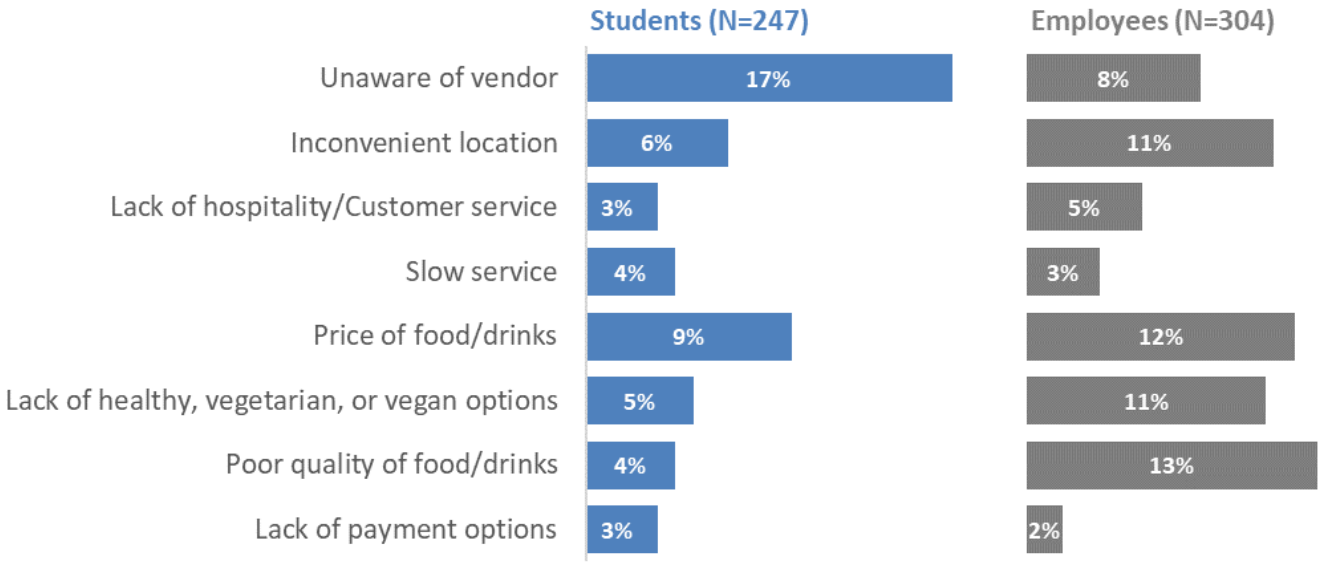


Figure C.9. The majority of students and employees purchased food from the Falcon's Nest because of the quality of its food and drinks.

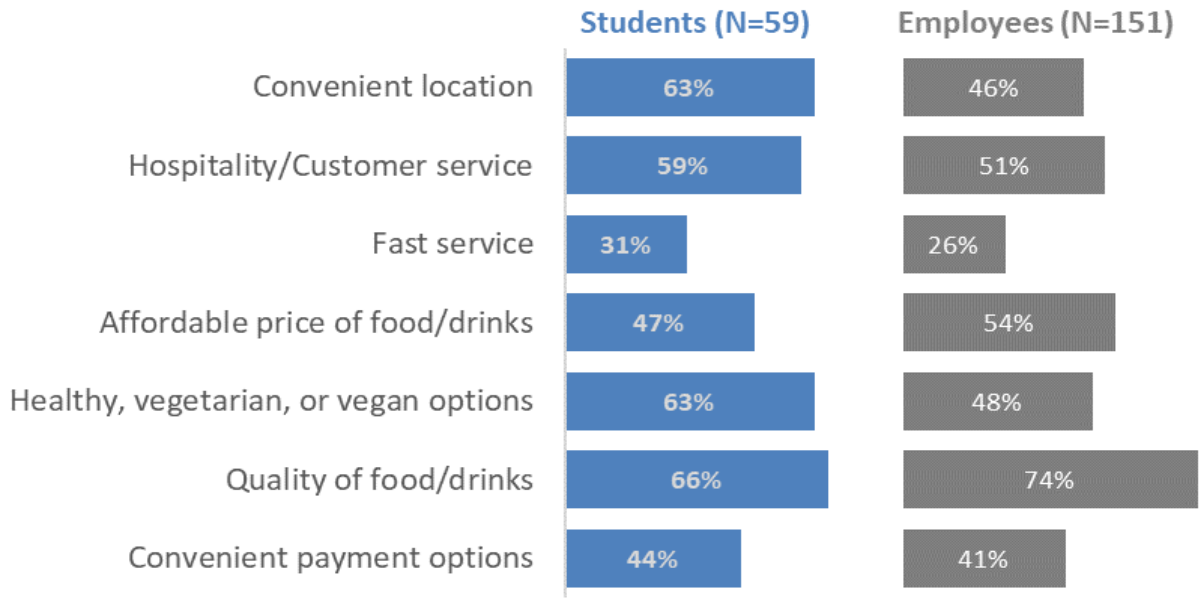


*Figure C.10. A plurality of students who **did not** patronize the Falcon's Nest were unaware that it existed.*

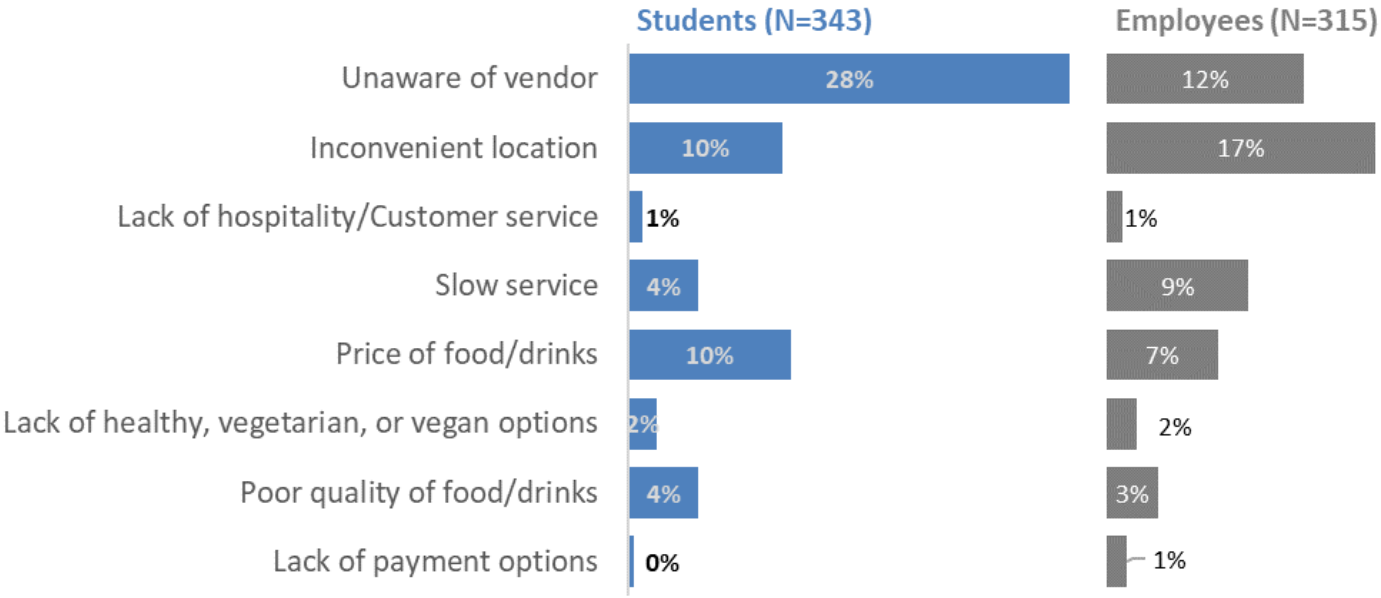


Figure C.11. The majority of students purchased food from the Frantone's Breezway location because of its convenient location.

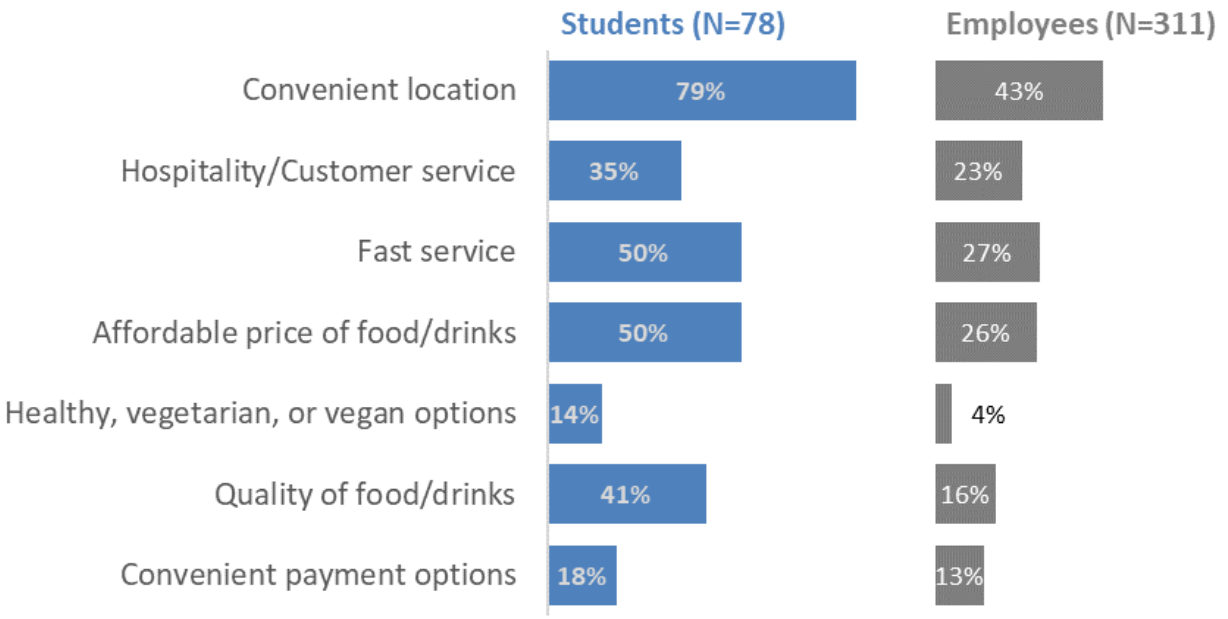


*Figure C.12. A plurality of students and employees who **did not** patronize Frantone's Breeway location because of the poor quality of its food and drinks.*

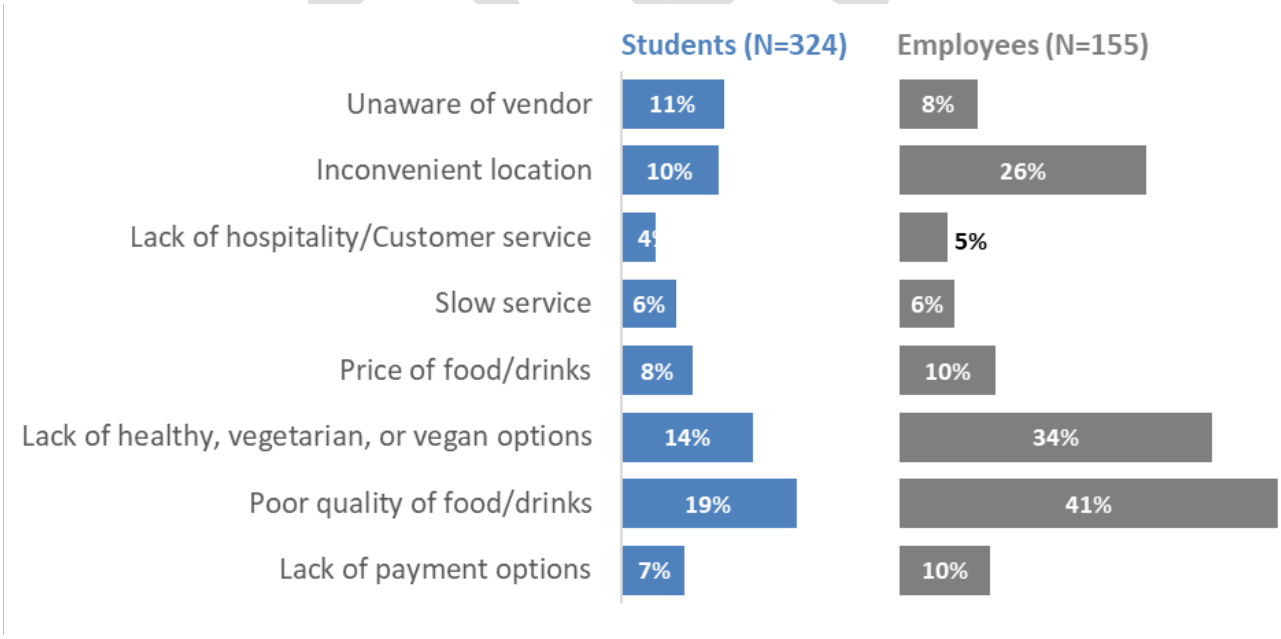


Figure C.13. The majority of students and employees who purchased food from the Falcon Room reported that they did so because of its quality food and customer service.

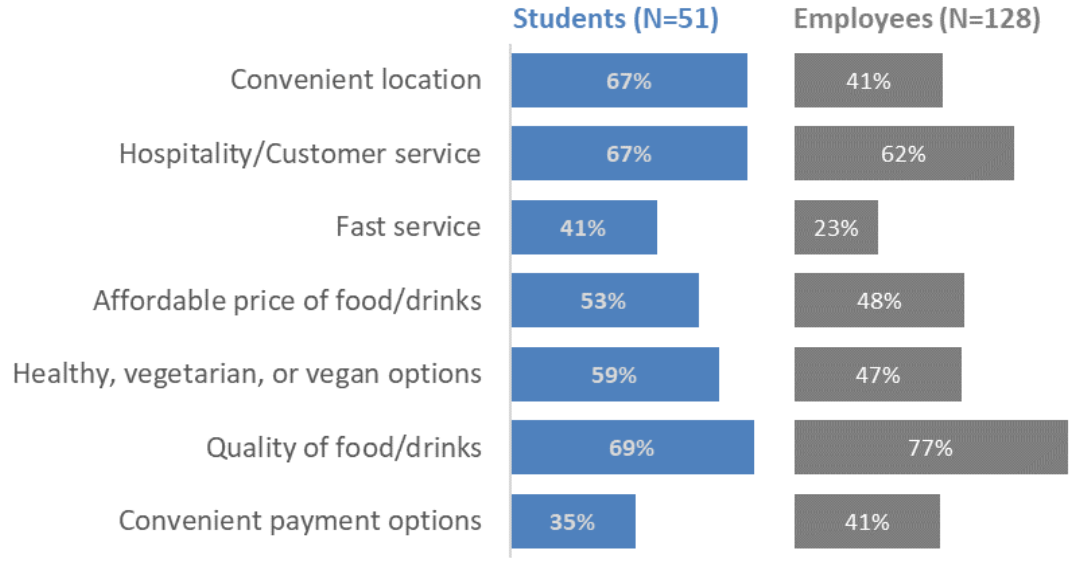


*Figure C.14. A plurality of students **did not** patronize Falcon Room location because they were unaware of it.*

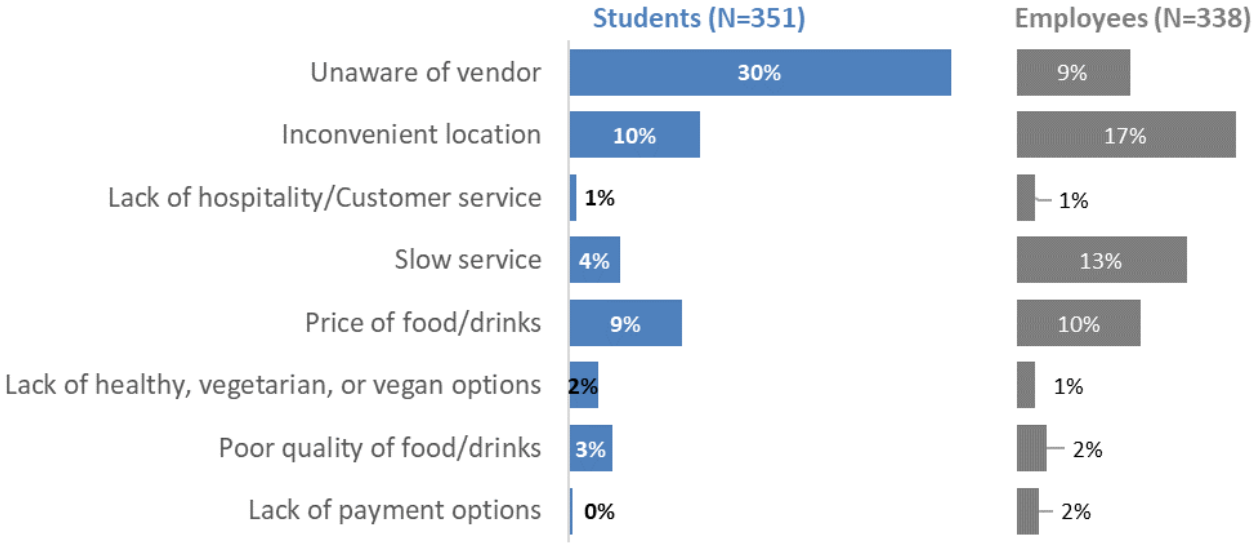


Figure C.15. The majority of students and employees who purchased food from the Subway cited its location, fast service, affordable prices, and healthy options.

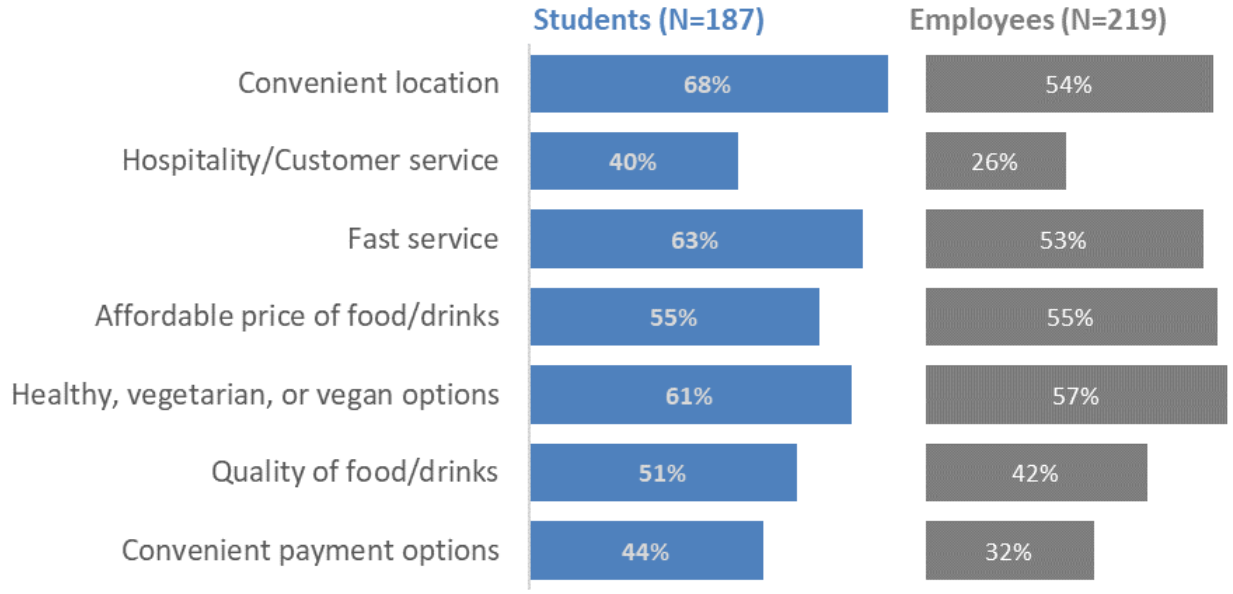


*Figure C.16. The majority of employees who **did not** purchase food from the Subway cited its location.*

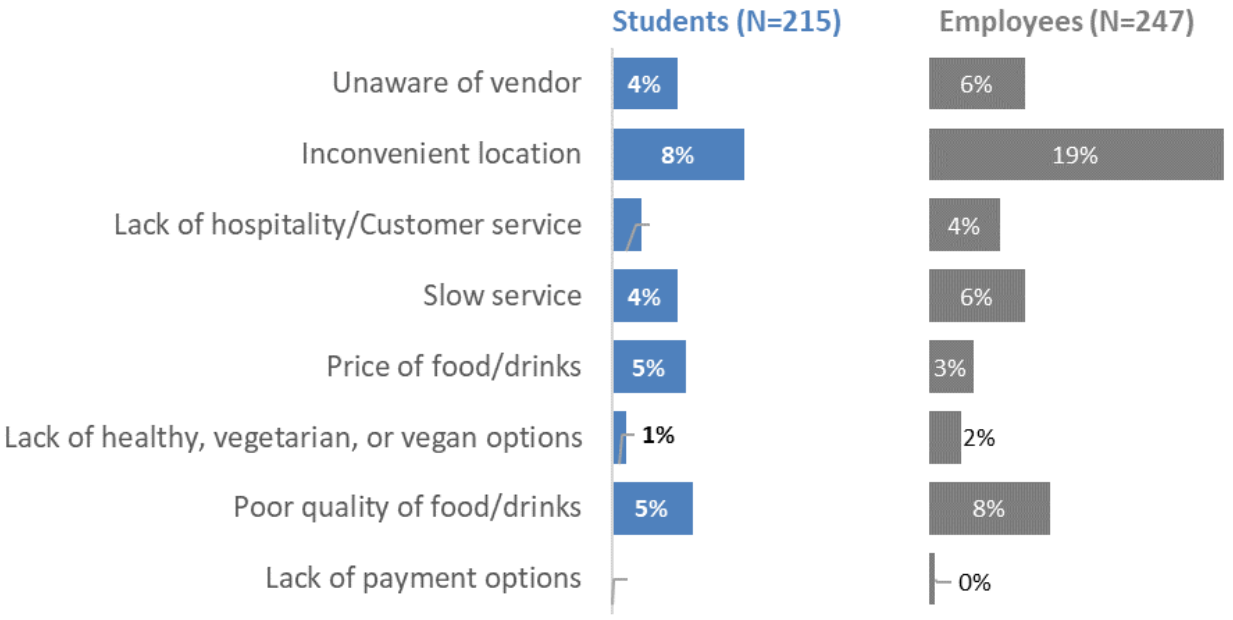


Figure C.17. The overwhelming majority of employees who purchased food from the Zebra Cafe cited its location, fast service, and customer service.

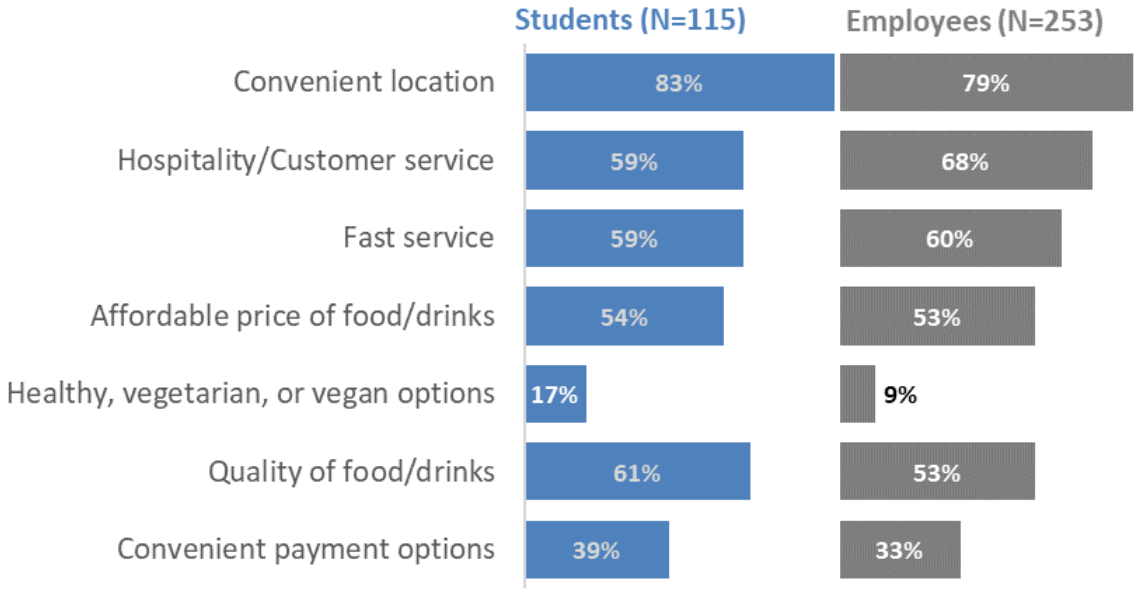


*Figure C.18. A plurality of students who **did not** patronize Zebra Café were unaware of it. A plurality of employees who didn't purchase from Zebra Café cited its location.*

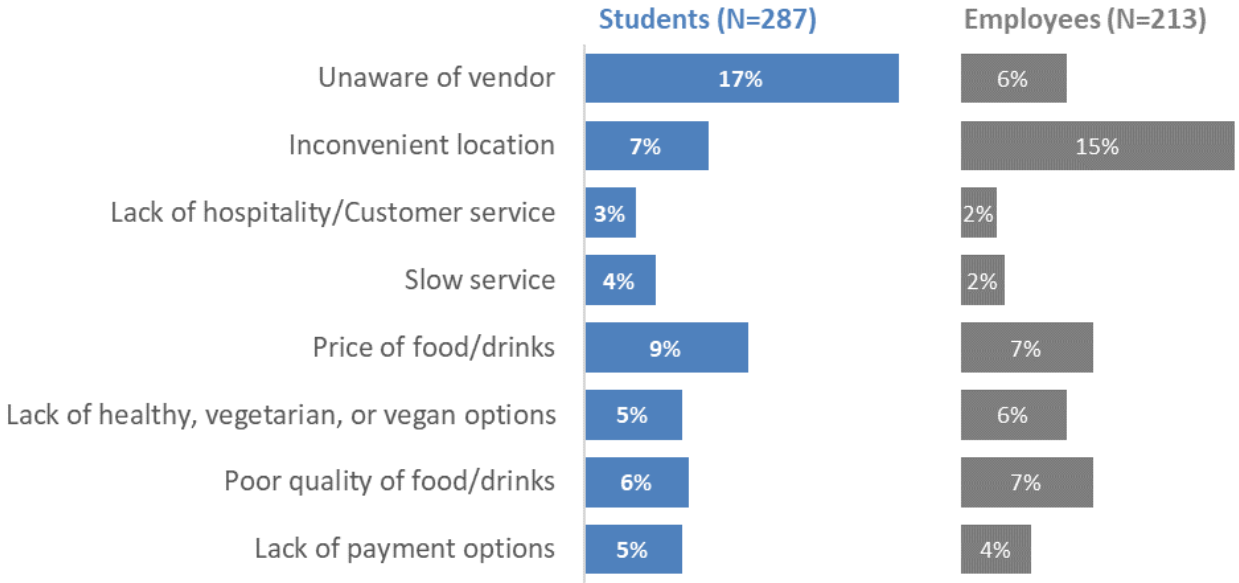


Figure C.19. The overwhelming majority of employees and students who purchased food from the Frantone's Health Occupations location cited its location.

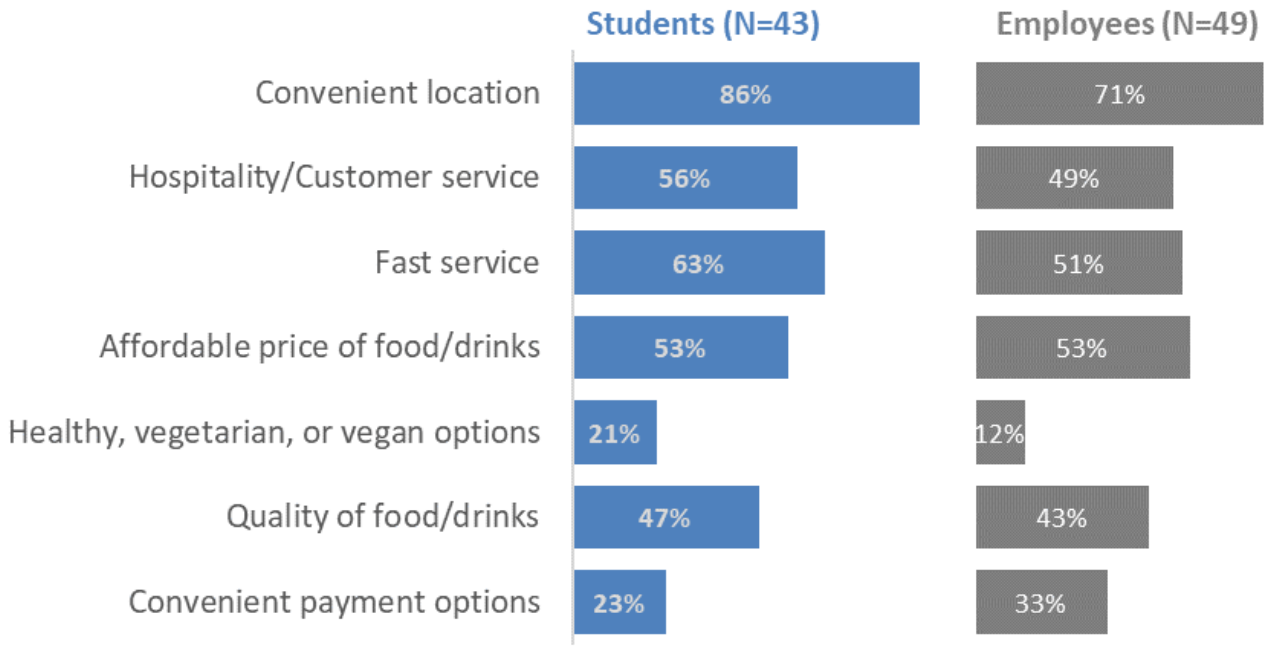
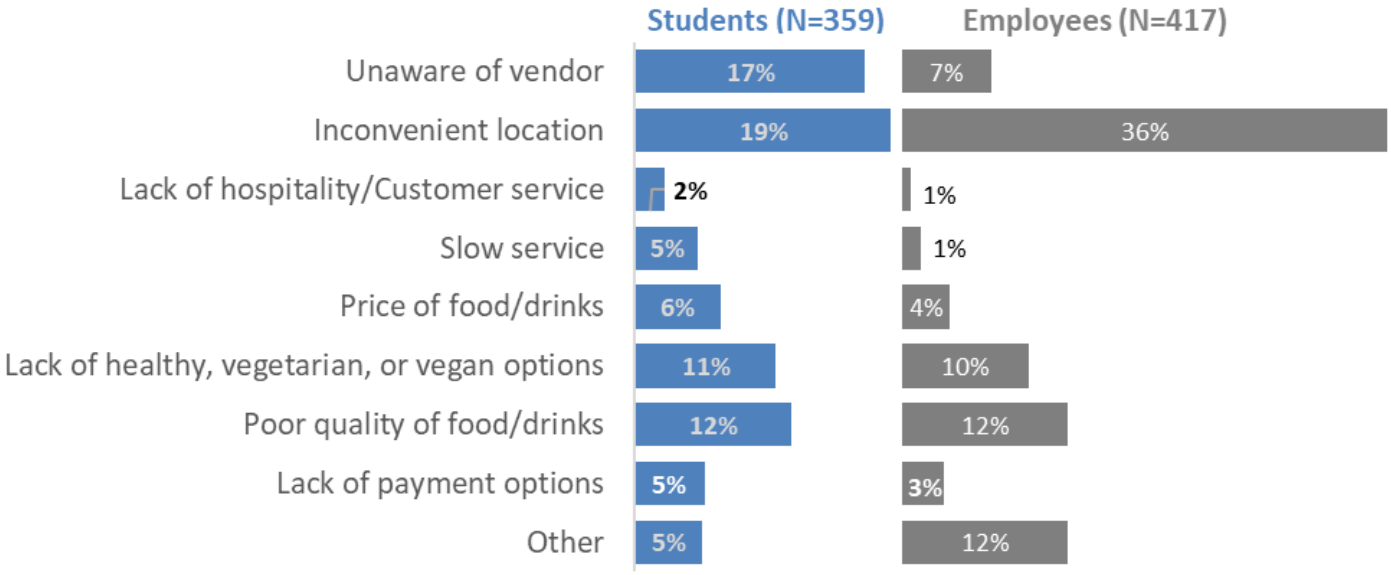


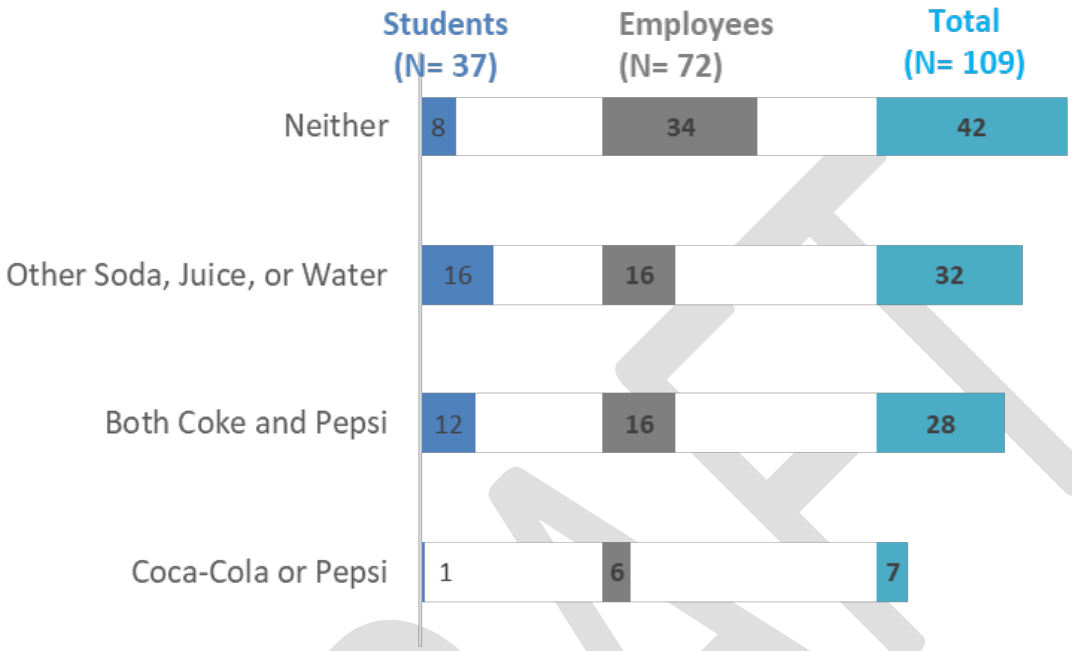
*Figure C.20. A plurality of employees and students who **did not** purchase food from the Frantone's Health Occupations cited its location.*



Appendix D: Other Beverage Preferences

The survey asked students for the brand of beverages that they would like to see on campus. Figure D.1 shows the categories of the open-ended responses and the number in each category. Of the individuals who did not choose Coca-Cola or Pepsi, most said they did not want either option.

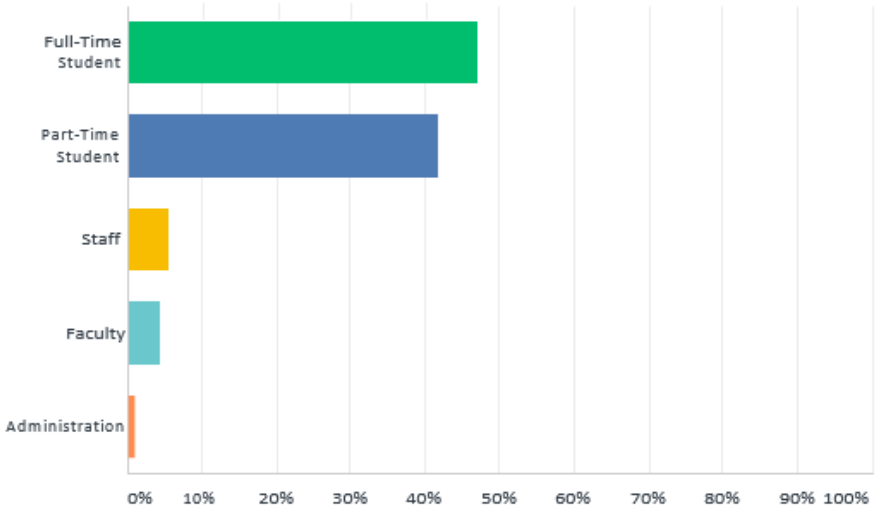
Figure D.1. Among individuals who chose to give an open-ended response, "Neither" was the largest category.



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Q2 What is your current status at Cerritos College?

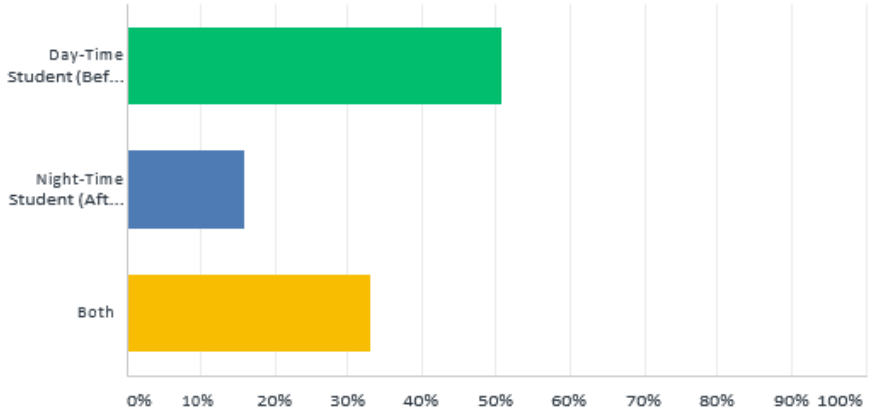
Answered: 2,518 Skipped: 15



ANSWER CHOICES	RESPONSES	
Full-Time Student	47.14%	1,187
Part-Time Student	41.86%	1,054
Staff	5.60%	141
Faculty	4.33%	109
Administration	1.07%	27
TOTAL		2,518

Q3 If you are a Student, which of the following best describes you:

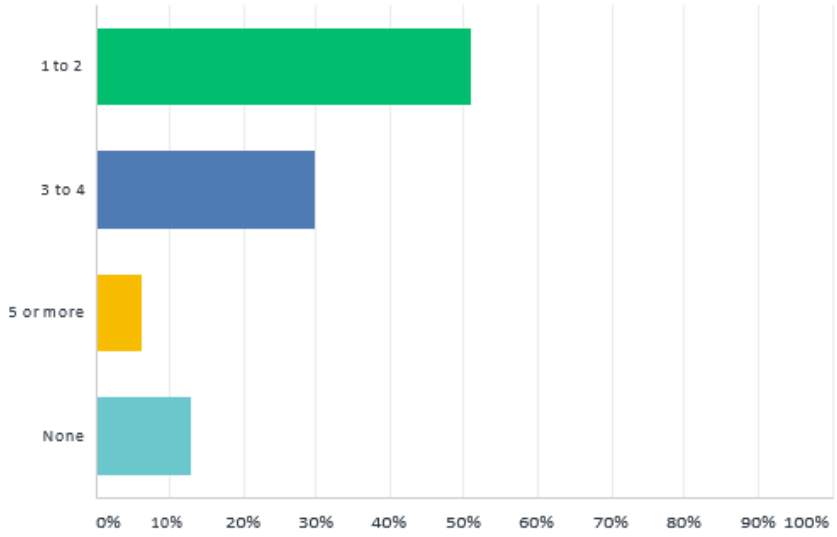
Answered: 2,265 Skipped: 268



ANSWER CHOICES	RESPONSES	
Day-Time Student (Before 5pm)	50.91%	1,153
Night-Time Student (After 5pm)	15.98%	362
Both	33.11%	750
TOTAL		2,265

Q4 How many times a week do you eat on campus?

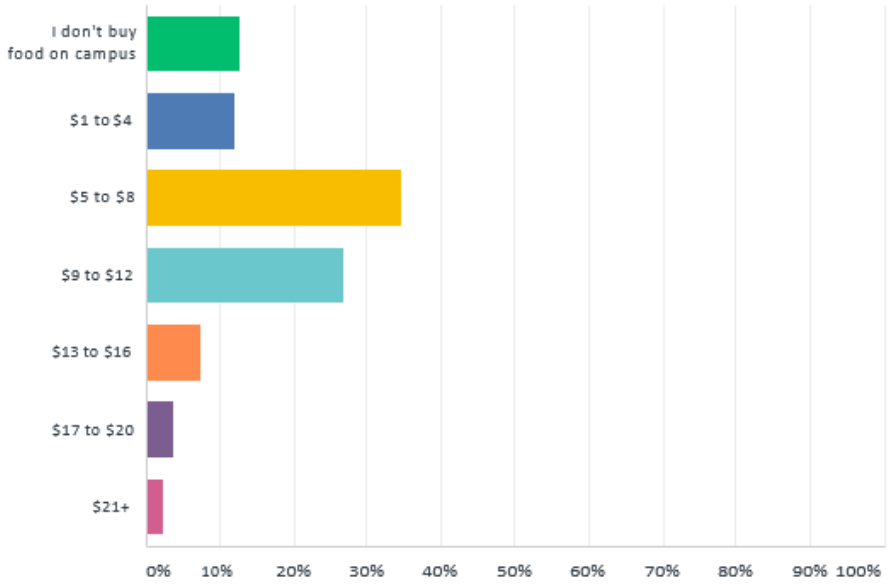
Answered: 2,496 Skipped: 37



ANSWER CHOICES	RESPONSES	
1 to 2	51.00%	1,273
3 to 4	29.81%	744
5 or more	6.25%	156
None	12.94%	323
TOTAL		2,496

Q5 How much money do you spend per day for food on campus?

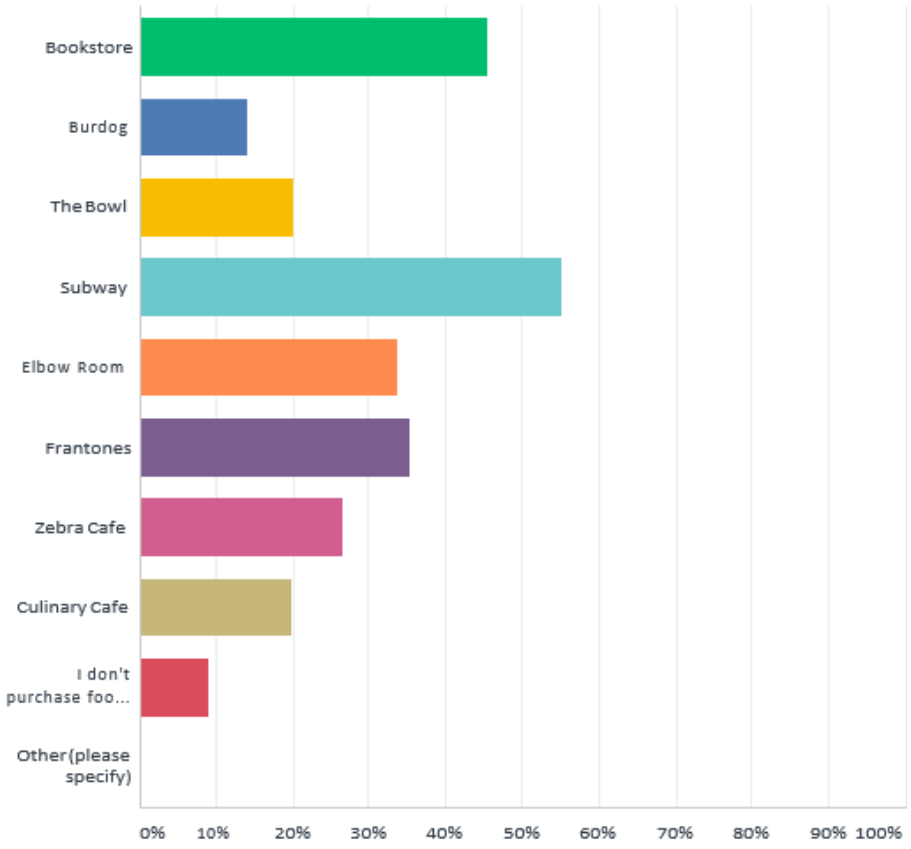
Answered: 2,496 Skipped: 37



ANSWER CHOICES	RESPONSES	
I don't buy food on campus	12.78%	319
$1 to $4	12.10%	302
$5 to $8	34.66%	865
$9 to $12	26.80%	669
$13 to $16	7.49%	187
$17 to $20	3.77%	94
$21+	2.40%	60
TOTAL		2,496

Q6 When you eat on campus, where do you typically purchase food? (Check All That Apply)

Answered: 2,491 Skipped: 42



ANSWER CHOICES	RESPONSES	
Bookstore	45.56%	1,135
Burdog	14.09%	351
The Bowl	20.07%	500
Subway	55.24%	1,376
Elbow Room	33.76%	841
Frantones	35.29%	879
Zebra Cafe	26.66%	664
Culinary Cafe	19.91%	496
I don't purchase food on campus	9.03%	225
Other (please specify)	0.00%	0

Food Vendor Preference Survey Fall 2017

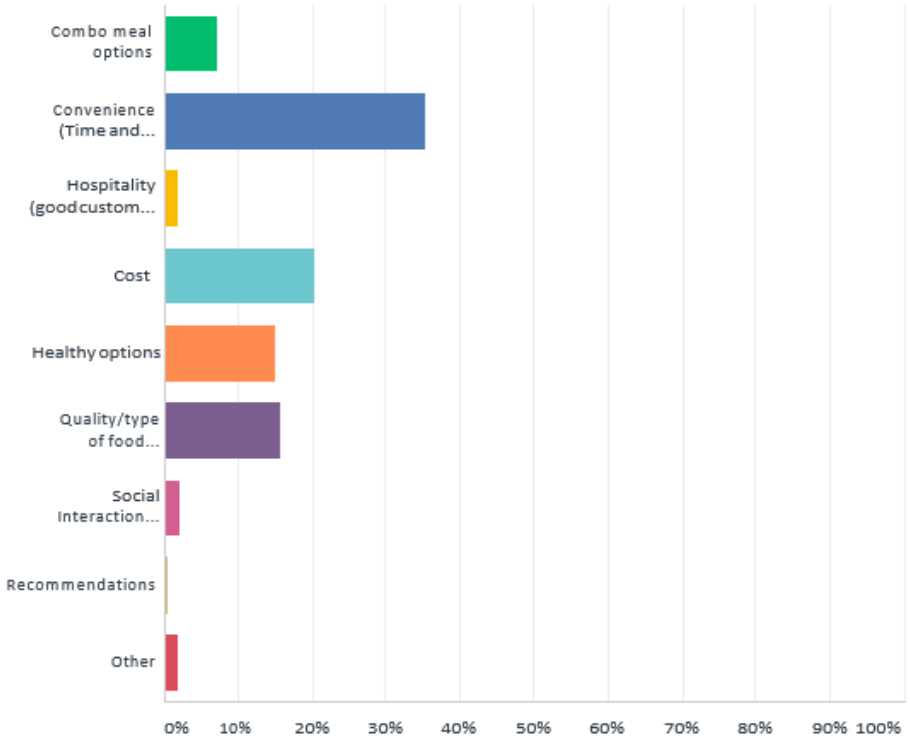
Total Respondents: 2,491	

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

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Q7 What is the one main factor influencing where you go for lunch?

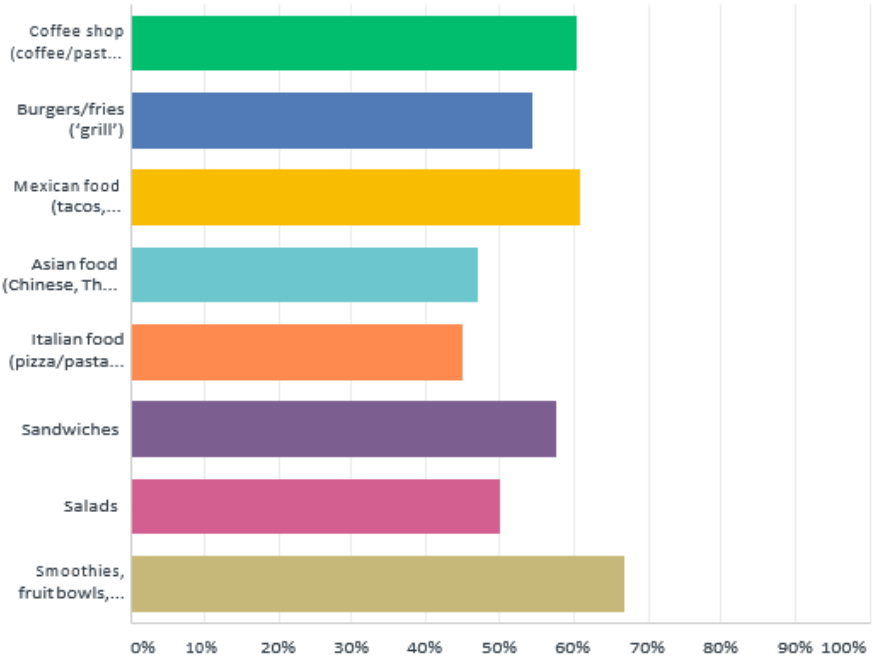
Answered: 2,464 Skipped: 69



ANSWER CHOICES	RESPONSES	
Combo meal options	7.18%	177
Convenience (Time and location)	35.35%	871
Hospitality (good customer service)	1.83%	45
Cost	20.33%	501
Healthy options	15.02%	370
Quality/type of food available	15.79%	389
Social Interaction (friends, classmates)	2.19%	54
Recommendations	0.49%	12
Other	1.83%	45
TOTAL		2,464

Q8 What types of food are of interest to you? (check all that apply)

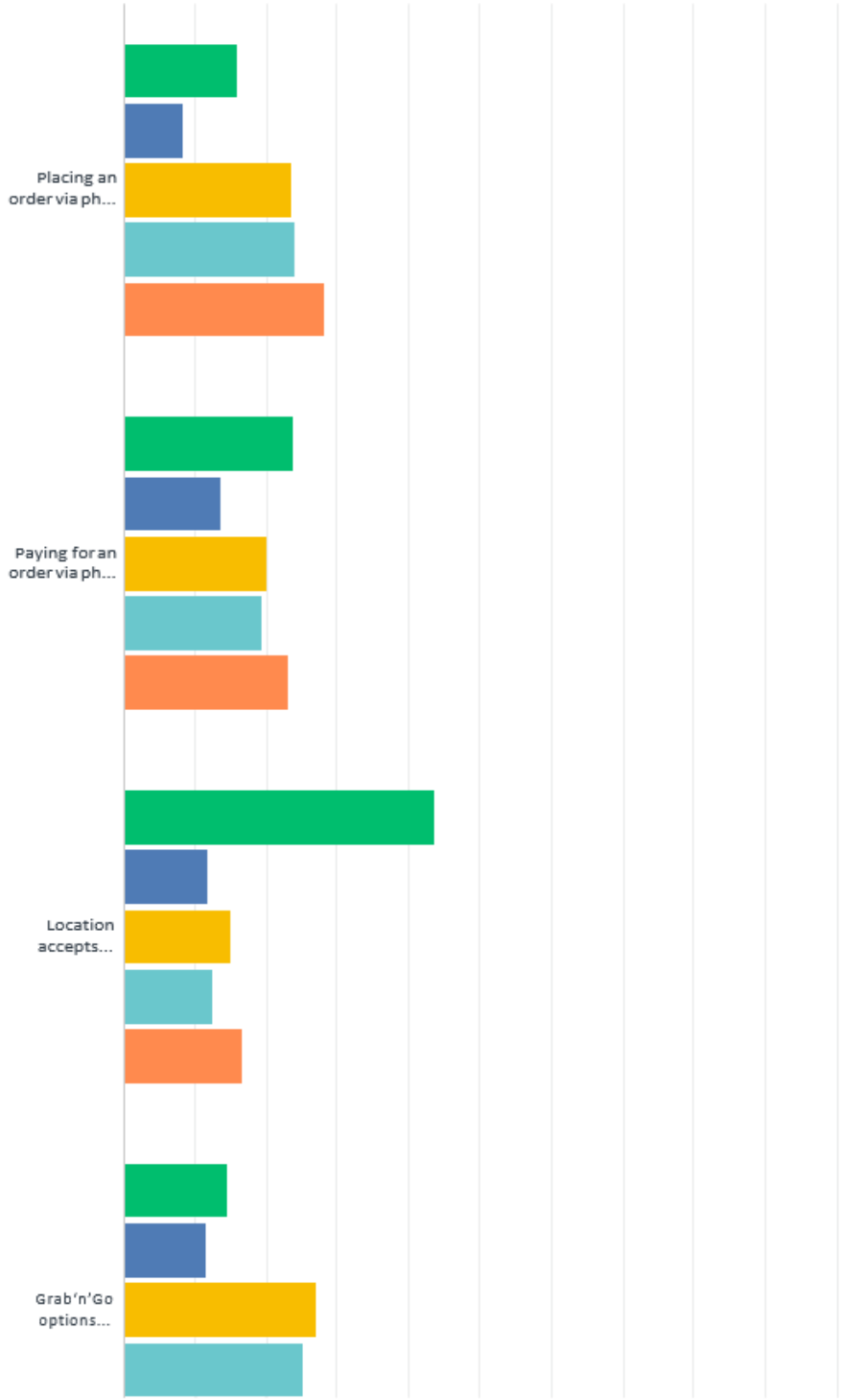
Answered: 2,467 Skipped: 66

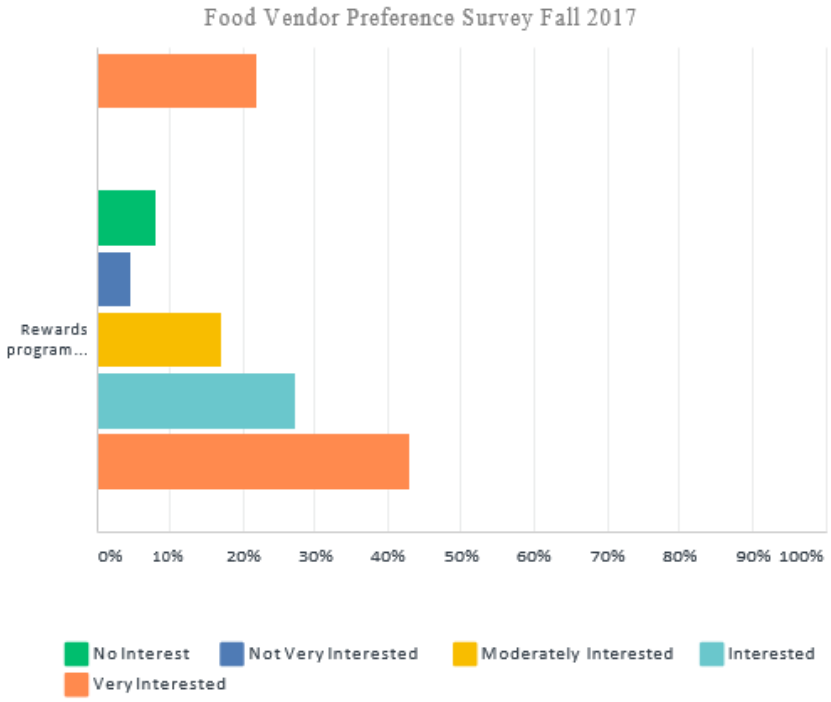


ANSWER CHOICES	RESPONSES	
Coffee shop (coffee/pastries)	60.56%	1,494
Burgers/fries ('grill')	54.56%	1,346
Mexican food (tacos, burritos, tostadas, etc.)	60.80%	1,500
Asian food (Chinese, Thai, Vietnamese, etc.)	47.10%	1,162
Italian food (pizza/pasta, etc)	44.99%	1,110
Sandwiches	57.84%	1,427
Salads	50.30%	1,241
Smoothies, fruit bowls, etc.	66.84%	1,649
Total Respondents: 2,467		

Q9 How interested are you in the following:

Answered: 2,443 Skipped: 90

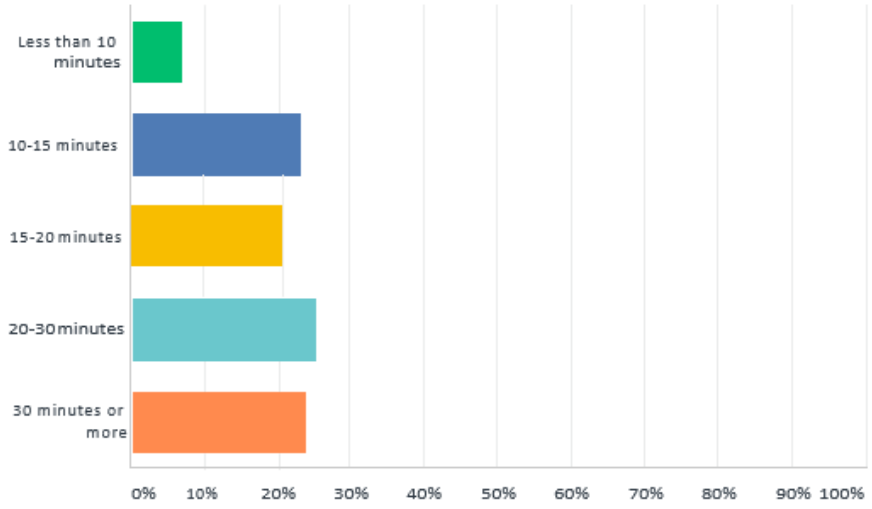




	NO INTEREST	NOT VERY INTERESTED	MODERATELY INTERESTED	INTERESTED	VERY INTERESTED	TOTAL
Placing an order via phone app	15.92% 382	8.29% 199	23.67% 568	23.96% 575	28.17% 676	2,400
Paying for an order via phone app (Android pay, Apply Pay, Samsung pay)	23.80% 569	13.51% 323	20.03% 479	19.41% 464	23.25% 556	2,391
Location accepts CalFresh/SNAP/EBT	43.80% 1,045	11.90% 284	15.05% 359	12.53% 299	16.72% 399	2,386
Grab'n'Go options (pre-made food)	14.58% 350	11.45% 275	27.07% 650	25.03% 601	21.87% 525	2,401
Rewards program (frequent user)	8.18% 197	4.65% 112	17.08% 411	27.17% 654	42.92% 1,033	2,407

Q10 How much time do you have to eat? (including purchasing/ordering, waiting, and eating)

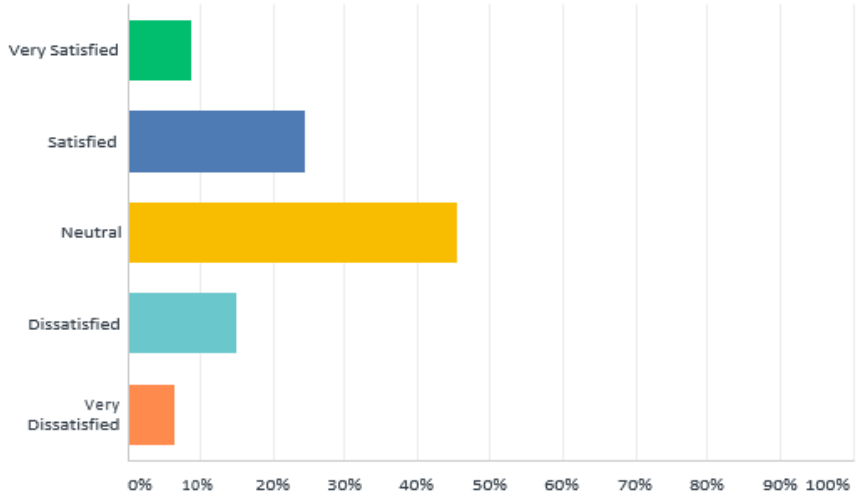
Answered: 2,441 Skipped: 92



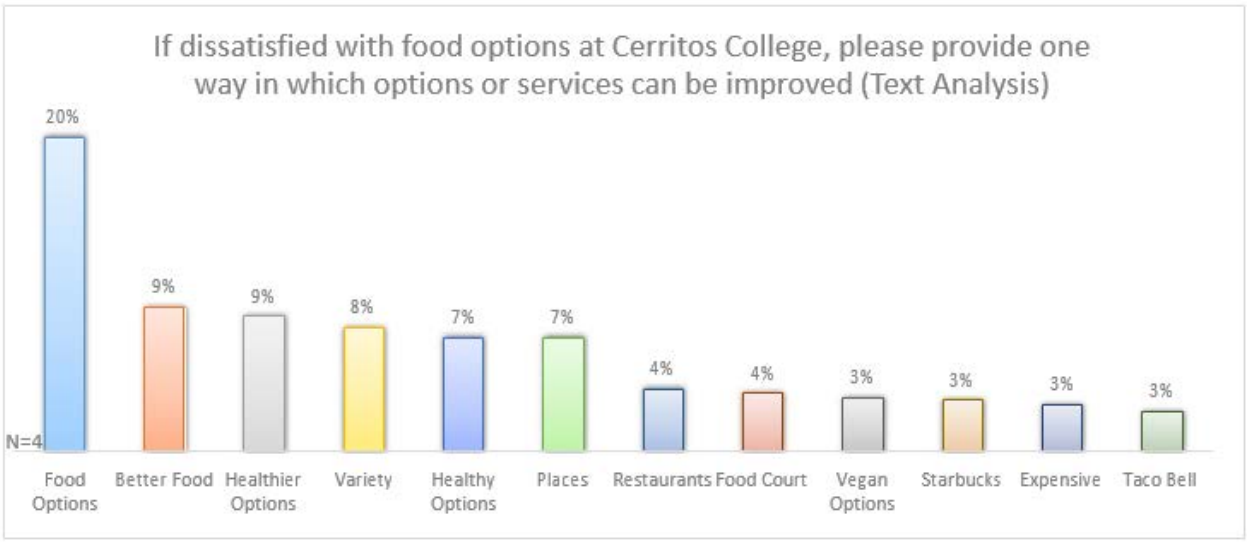
ANSWER CHOICES	RESPONSES	
Less than 10 minutes	7.01%	171
10-15 minutes	23.15%	565
15-20 minutes	20.98%	512
20-30 minutes	25.03%	611
30 minutes or more	23.84%	582
TOTAL		2,441

Q11 How satisfied are you with the food options provided by Cerritos College?

Answered: 2,443 Skipped: 90



ANSWER CHOICES	RESPONSES	
Very Satisfied	8.80%	215
Satisfied	24.48%	598
Neutral	45.31%	1,107
Dissatisfied	14.98%	366
Very Dissatisfied	6.43%	157
TOTAL		2,443


If dissatisfied with food options at Cerritos College, please provide one way in which options or services can be improved (Text Analysis)
N=4
20%
9%
9%
8%
7%
7%
4%
4%
3%
3%
3%
3%
Food Options
Better Food
Healthier Options
Variety
Healthy Options
Places
Restaurants
Food Court
Vegan Options
Starbucks
Expensive
Taco Bell

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Section 6 – Exhibits (Required Forms)

REQUIRED RFP EXHIBITS/FORMS FOLLOWS

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EXHIBIT A
CERTIFICATION

The undersigned, as Offeror, certifies that this submittal is made without collusion with any other person, company, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

Signature of Offeror's Authorized Representative	Date
Printed Name	Name of Offeror (Company)
Title	Address
Email address	City, State, Zip
Phone Number	Fax Number

DRAFT

EXHIBIT B - 1
CONTRACT TERMS AND CONDITIONS

Each Offeror must state below whether it accepts the attached standard form of District agreement ("Agreement"). Any exceptions must be included, if at all, with Offeror's proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Offeror's proposal or disqualification.

Initial the Appropriate Choice, below:

____ Offeror **accepts** the form of Agreement **without exception**.

o r

____ Offeror proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Offeror shall:

1. Summarize any and all exceptions to the form of Agreement in Exhibit B-2 to this form, and
2. Enclose both a "red-lined" version of the Agreement, which clearly shows each proposed exception/modification, and
3. Provide a written explanation to substantiate each proposed exception/modification.

Signature of Offeror's Authorized Representative	Date
Printed Name	Name of Offeror (Company)
Title	Address
Email address	City, State, Zip
Phone Number	Fax Number

DRAFT

EXHIBIT B - 2
ADDITIONS, DELETIONS, AND/OR EXCEPTIONS

Please state any and all Additions, Deletions, and/or Exceptions that you are taking to any portion of this proposal. If not addressed below, then District interprets such as that the Offeror will adhere to all terms and conditions listed.

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EXHIBIT C
REFERENCES

Please list customer references with three (3) or more years experience with the Offeror. Local and similar size contract references are preferred.

REFERENCE #1	
NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

REFERENCE #2	
NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

REFERENCE #3	
NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

DRAFT

EXHIBIT D
BUSINESS PROFILE

All offerors shall submit the information as requested below.

1. Length of time your company has been in business: _____
2. Length of time at current location: _____
4. Names and titles of all officers of the company: _____

   _____

   _____

   _____

   _____

5. Is your firm a sole proprietorship doing business under a different name? YES ☐ or NO ☐

   If yes, please indicate sole proprietorship name and the name you are doing business under:

   _____

6. Is your firm incorporated? YES ☐ or NO ☐

7. Please indicate your Federal Tax Number: _____

9. Physical Address:

   _____

   _____

10. Total number of employees _____ Full time _____ Part time _____

11. Identify personnel to be assigned to the District project, i.e. Supervisor, Foreman, Laborer, etc. and their qualifications (**Attach additional pages labeled Exhibit F - Personnel**).

12. Provide a list of all equipment available to perform the required services, as appropriate (attach additional pages labeled – Equipment).

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EXHIBIT G
SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Offeror's proposal. It is only intended as a guide. It is the Offeror's responsibility to read the RFP thoroughly and comply with all requirements.

All proposals should include, but are not limited to, the following forms:

☐ **LETTER OF TRANSMITTAL** – all requested information included, including acknowledgement of all addenda, and signed by authorized representative

☐ **RESPONSE TO MANDATORY REQUIREMENTS** – include narrative, resumes, experience and qualifications, and financial information as required in this RFP

☐ **EXHIBIT A - Certification** – completed and signed by authorized representative

☐ **EXHIBIT B – 1 - Contract Terms and Conditions** – complete as requested

☐ **EXHIBIT B – 2 - Additions, Deletions and/or Exceptions** - if none, write "NONE" and submit

☐ **EXHIBIT C - References –** complete as requested

☐ **EXHIBIT D - Business Profile –** complete as requested

☐ **EXHIBIT E – Food and/or Concession Service Offerings/Menu** – Contractor shall attach a proposed menu with related pricing labeled as "Exhibit E"

☐ **EXHIBIT F – Personnel assigned to project –** reference Exhibit D, Business Profile, Item 11 and label as "Exhibit F"

☐ **Addenda (if any)** –The first page of each addenda shall be placed behind the Letter of Transmittal and signed by the authorized organizational representative, as noted above

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 18, 2018**
Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: **Consideration of Approval to Establish a Board Advisory Committee to Review the Board Self-Evaluation Instrument**

ACTION
It is recommended that the Board of Trustees establish a Board Advisory Committee to Review the Board Self-Evaluation Instrument.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
In accordance with Administrative Procedure 2220, The Board of Trustees shall establish both standing and ad hoc advisory committees that it determines are necessary to assist the Board in its responsibilities.

The Board Self-Evaluation Instrument Advisory Committee will review the current self-evaluation instrument and make recommendations to the Board of Trustees for consideration.

Board Advisory Committees are composed of less than a quorum of members of the Board of Trustees, are advisory, and do not have authority that may lawfully be exercised by the Board itself.

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

ATTACHMENT(S)
Administrative Procedure 2220