



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

**NOVEMBER 15, 2017**



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

CHERYL A. EPPLE BOARD ROOM

Teleconference Location: 1450 1st Street, Napa, CA Napa, CA 94559

**Wednesday, November 15, 2017 at 7:00 p.m.**

**CALL TO ORDER:** Zurich Lewis, Board President

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

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

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

**Marisa Perez, Member**  
Trustee Area 4

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

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

**James Cody Birkey, Member**  
Trustee Area 3

**Raul Avalos**  
Student Trustee

**Dr. Jose Fierro**  
President/Superintendent

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

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

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

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

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

1. **Invocation: Dr. Daniel Butler, International Pentecostal Church**
2. **Pledge of Allegiance: James Cody Birkey**
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. **Recognition of Community Task Force Members**  
The Board of Trustees will recognize members of the Community Task Force, representing Trustee Areas #1-7. In 2014, The Board of Trustees established the Community Task Force to encourage more community involvement on campus from local residents.
5. **Institutional Presentation: Recognition of Classified Employee of the Month**  
  
The Board of Trustees will recognize Nadia Benavidez, Disabled Students Program Assistant, as Classified Employee of the Month for October 2017.

**6. Institutional Presentation: Guided Pathways**

The Board of Trustees will receive a presentation from Rick Miranda, Vice President of Academic Affairs, regarding the [California Guided Pathways Project](#).

**7. Public Discussion and Presentation of the Initial Proposal of the Cerritos Community College District to the Cerritos College Faculty Federation (CCFF), AFT, Local 6215, for Negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021**

In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of a public school employer. The initial bargaining proposal of the Cerritos Community College District to the Cerritos College Faculty Federation (CCFF), AFT, Local 6215, was first made public at the October 18, 2017, meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.

**8. Public Discussion and Presentation of the Initial Proposal of the Cerritos College Faculty Federation (CCFF), AFT, Local 6215, to the Cerritos Community College District for Negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018-June 30, 2021**

In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of a public school employer. The initial bargaining proposal of the Cerritos College Faculty Federation (CCFF), AFT, Local 6215, to the Cerritos Community College District, was first made public at the October 18, 2017, meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.

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

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

- a. Bond Construction Advisory Committee

<b><i>CONSENT CALENDAR ITEMS</i></b>
Agenda Items 10-44 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.
<b>10. New Courses and Programs, and Modifications to Existing Courses and Programs</b>
It is recommended that the Board of Trustees approve new course offerings and modifications to curriculum. There is no fiscal impact.

**11. Conference Request for Travel Outside the United States – Reggio Emilia, Italy for Dionne Gibson**

It is recommended that the Board of Trustees approve a conference request not to exceed a total of \$5,000 for Dionne Gibson, full-time faculty member in the Health Occupations division, to travel to Reggio Emilia, Italy from March 17, 2018 to March 30, 2018. The Health Occupations Contract Education Account, which is revenue from the child development program generated through contract education, will be used to cover the referenced costs: registration (lodging included), airfare, meals, and taxi/shuttle. Any additional expenses will be covered by the faculty member.

**12. Conference Request for Travel Outside the United States – London, United Kingdom for Dr. Ted Stolze**

It is recommended that the Board of Trustees approve a conference request for Dr. Ted Stolze, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to London, United Kingdom from November 8-12, 2017 to attend the Historical Materialism 14th Annual London Conference. No cost to the district.

**13. Perkins Honorariums for Workshop Guest Speakers**

It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the 2017-2018 academic year. Strong Workforce Program funds in the amount of \$4,500 will be utilized for this expenditure. No district general funds will be used.

**14. BSI-Funded Stipends for AIME Basic Skills Initiative for Fall 2017**

It is recommended that the Board of Trustees approve stipends for faculty who are participating in the Accelerated Instruction in Math and English (AIME) program providing math and English pathways, integrated student support, and reintegration of services that allow students to complete their developmental education sequence and college-level math and/or English in a timely manner. Basic Skills Initiative funds will be utilized. No district general funds will be used.

**15. Strong Workforce Stipend for Automotive Technology Faculty**

It is recommended that the Board of Trustees approve a stipend for Automotive Technology faculty for the 2017-2018 academic year. Strong Workforce Program funds in the amount of \$2,400 (3 classes, \$800 per class) will be utilized for this expenditure. No district general funds will be used.

**16. Learning Community Faculty Stipends**

It is recommended that the Board of Trustees approve individual stipends totaling \$5,400 for faculty teaching in Learning Communities during the Fall 2017 semester. Funds from the Learning Community Program budget will be utilized for this expenditure.

**17. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #17-200-002 for Fall 2017**

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7,200 to nursing faculty members for work which will be performed August 14, 2017 through December 15, 2017 as stipulated in and funded by the RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The grant will be utilized for these expenditures. No district general funds will be used.

**18. Strong Workforce Stipends for Faculty**

It is recommended that the Board of Trustees approve stipends for faculty for the 2016-2017 and 2017-2018 academic years (January 2017 – September 2018). Strong Workforce Program funds in the amount of \$4,400 will be utilized for this expenditure. No district general funds will be used.

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

It is recommended that the Board of Trustees approve payment of stipends for the faculty participation and program development with the Strong Workforce Regional project in the amount of \$5,500. Categorical funds will be used. No district general funds will be used.

**20. Teacher Preparation Pipeline Grant (TPP) Faculty Stipends**

It is recommended that the Board of Trustees approve individual stipends totaling \$3,400 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the fall 2017 semester. Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No district general funds will be used.

**21. Consideration of Approval of Bid No. 17P007, Parking Lot Phase 2**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P007, Parking Lot Phase 2 to Pave West, Inc. of La Habra, California, as the lowest responsive, responsible bidder in the amount of \$2,312,964, which equals the Total Base Bid Amount.

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is \$2,312,964. Funding for this project will be allocated from the GO Bond.

**22. Consideration of Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 13P032, Category 02), Fata Construction and Development, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of \$8,828 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 2 will be \$8,828, decreasing the total contract amount to \$981,249. Along with the monetary decrease, the change order also provides for an additional 40 working days to the term. Funding will be allocated from the GO Bond.

**23. Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 13P032, Category 03), Preferred Landscape, Inc., Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of \$44,803 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 1 will be \$44,803, increasing the total contract amount to \$534,790. Funding will be allocated from the GO Bond.

**24. Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex**

It is recommended that the Board of Trustees approve Change Order No. 1 [Unforeseen Conditions] in the amount of \$35,577.14 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be \$35,577.14, increasing the contract amount to \$1,130,477.14. Funding will be allocated from the GO Bond.

**25. Consideration of Approval of Notice of Completion for Bid No. 13P032, Category 12, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Southcoast Acoustical Interiors, Inc. of Fontana, California for the Fine Arts-CIS/Math Building, Category 12 project at Cerritos Community College District as presented. The total final contract amount was \$886,483 which was paid by the G.O. Bond.

**26. Consideration of Approval of Notice of Completion for Bid No. 13P032, Category 17, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Liberty Climate Control, Inc. of South El Monte, California for the Fine Arts-CIS/Math Building, Category 17 project at Cerritos Community College District as presented. The total final contract amount was \$3,555,949 which was paid by the G.O. Bond.

**27. Consideration of Approval of Notice of Completion for Bid No. 14P006, Category 05, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building, Category 05 project at Cerritos Community College District as presented. The total final contract amount was \$5,236,821 which was paid by the G.O. Bond.

**28. Consideration of Approval of Notice of Completion for Bid No. 14P006, Category 10, Fine Arts-CIS/Math Building**

It is recommended that the Board of Trustees approve the Notice of Completion for Golden Glass, Inc. of Fullerton, California for the Fine Arts-CIS/Math Building, Category 10 project at Cerritos Community College District as presented. The total final contract amount was \$2,256,905 which was paid by the G.O. Bond.

**29. Consideration of Approval of Notice of Completion for Bid No. 16P004, Category 01, Campus Fiber Upgrade**

It is recommended that the Board of Trustees approve the Notice of Completion for RDM Electric Co., Inc. of Chino, California for the Campus Fiber Upgrade, Category 01 project at Cerritos Community College District as presented. The total final contract amount was \$199,971 which was paid by the G.O. Bond.

**30. Consideration of Ratification of Acceptance of Gifts**

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

**31. Consideration of Approval of 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.

**32. Purchase Orders for the Month of September 2017**

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

**33. Contracts for the Month of September 2017**

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

**34. Consideration of Approval of Master Agreement with Erickson Law Firm A.P.C. for Legal Services**

It is recommended that the Board of Trustees approve the Master Agreement with Erickson Law Firm A.P.C. for legal services. Funding will be allocated from the general fund and/or GO Bond funds, as appropriate; the Human Resources department will primarily utilize the agreement with Erickson Law Firm A.P.C. for a variety of legal services.

**35. Consideration of Ratification of the Agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs**

It is recommended that the Board of Trustees ratify the agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs. Cerritos College will receive funding in the amount of \$34,899 plus travel expenses; funding is made possible through a California State Department of Education grant received by Chabot-Las Positas Community College District.

**36. Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018**

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018. 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.

**37. Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018**

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018. 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 general funds will be used.

**38. Consideration of Approval of Project Assignment Agreement No. 11 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Performing Arts Center Project**

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 11 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Performing Arts Center project. The total contract sum shall be for the not-to-exceed amount of \$933,582; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

**39. Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending September 30, 2017**

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 September 30, 2017. The items are budgeted in the General Fund.

**40. Make Budget Transfers and Budget Adjustments**

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Funds; Expenditures will offset revenue in the Revenue Bond Construction Fund – Measure G 2017-18 Issuance.

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

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

**42. 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. No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

**43. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 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 2017-2018 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

**44. Consideration of Ratification of Temporary Management “Out-of-Classification” Assignment**

It is recommended that the Board of Trustees ratify a temporary “out-of-classification” assignment for Dr. Renee De Long, Dean of Counseling Services to perform additional responsibilities effective November 16, 2017, for a period not to exceed June 30, 2018. No fiscal impact. The Dean of Academic Affairs position is vacant.

***INFORMATION ITEMS***

Agenda Item 45 is presented as an Information Item.

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

The Board of Trustees will review the September 25, 2017, October 9, 2017, and October 23, 2017 College Coordinating Committee Minutes.

***ADMINISTRATIVE MATTERS***

Agenda Item 46-48 are presented as Administrative Items.

**46. Resolution #17-1115A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B, and Actions Related Thereto**

It is recommended that the Board of Trustees approves Resolution #17-1115A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B, and Actions Related Thereto. There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

**47. Adopt the Initial Proposal of the Cerritos Community College District to the Cerritos College Faculty Federation (CCFF), AFT Local 6215 for the Period July 1, 2018 - June 30, 2021**

It is recommended that the Board of Trustees discuss and approve the District's proposal to the Cerritos College Faculty Federation (CCFF), AFT Local 6215, for the Period July 1, 2018 - June 30, 2021, in accordance with Government Code section 3547. The financial implications are contingent on the results of negotiations.

**48. Acknowledgement of Receipt of the Initial Proposal of the Cerritos College Faculty Federation (CCFF), AFT Local 6215, to the Cerritos Community College District for the Period July 1, 2018 – June 30, 2021**

It is recommended that the District acknowledge receipt of the attached initial proposal from CCFF, AFT Local 6215, for negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021. The financial implications are contingent on the results of negotiations.

***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***

**49. Conference with Legal Counsel – Anticipated Litigation (GC #54956.9)**

A. Case Number: 61671005

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

A. Case Number: 68551127

**51. Conference with Real Property Negotiator (GC §54956.8)**

Property: Approximate 5.2 acres situated in southwest portion of the Cerritos College campus

Negotiating Parties: Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Under Negotiation: Lease Terms

**52. 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

**53. Reconvene to Open Session**

**54. Adjournment**

***The Next Regular Meeting of the Board of Trustees is set for  
Wednesday, December 6, 2017 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 9, 2017 at 10:00 a.m., as required by law.

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Dr. Jose Fierro, President/Superintendent

**FROM:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:      Adopt the Initial Proposal of the Cerritos Community College District to the Cerritos College Faculty Federation (CCFF), AFT Local 6215 for the Period July 1, 2018 - June 30, 2021</b></p>
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**ACTION**

It is recommended that the Board of Trustees discuss and approve the District's proposal to the Cerritos College Faculty Federation (CCFF), AFT Local 6215, for the Period July 1, 2018 - June 30, 2021, in accordance with Government Code section 3547.

**FISCAL IMPACT**

The financial implications are contingent on the results of negotiations.

**REPORT SUMMARY**

The attached initial proposal was reviewed and authorized by the Board for submission to CCFF, AFT Local 6215, for negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021. Per the District's Administrative Procedure 2610, the public has an opportunity to comment on the District's proposal at this November 15, 2017, meeting. Following the public hearing, the Board shall approve and adopt the District's 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 Cerritos College Faculty Federation (CCFF), AFT Local 6215, 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

**DATE:** October 9, 2017

**TO:** Stephanie Rosenblatt, President, Cerritos College Faculty Federation (AFT Local 6215)

**FROM:** Dr. Adriana Flores-Church, Vice President of Human Resources/Assistant Superintendent *QMB*

**RE:** Presentation of the Cerritos Community College District's Initial Proposal for Negotiation of the Collective Bargaining Agreement Between Cerritos College Faculty Federation (AFT Local 6215), and the Cerritos Community College District for the Period July 1, 2018 to June 30, 2021.

The following items represent the Cerritos Community College District's initial proposal for negotiation of the Collective Bargaining Agreement between the Cerritos College Faculty Federation (CCFF) and the District for the period July 1, 2018, and ending June 30, 2021:

### Article 8. Salary

- The District proposes to discuss compensation for the term of the proposed contract in consideration of state revenue and the District budget.

### Article 10. Health and Welfare Benefits

- The District proposes to discuss health and welfare benefits for current employees for the term of the proposed contract in consideration of state revenue and the District budget.

### Article 11. Department Chair Selection/Responsibility/Compensation

- Update Department Chair duties.
- Incorporate the provisions of the Department Chair Elections and Compensation and Assumption of Duties (Summer) MOU signed on May 4, 2017 into the contract.

### Article 13. Temporary Part-Time Faculty Reemployment/Assignment

- Revise availability form.
- Incorporate the provisions of the Part-Time Seniority MOU signed on May 15, 2017 into the contract.

### Article 14. Office Hours (Regular and Summer)

- Incorporate the provisions of the Adult Education Summer Office Hours MOU signed June 1, 2017 into the contract

### Article 34. Term of Agreement and Reopener Provisions

- Extend the term of the collective bargaining agreement

### New Assignment Article

- The District proposes to add a new article to address workloads, and related assignment topics of faculty members.

NOTE: District would like to address obsolete language and any necessary edit changes, such as updating contract language pertaining to workload to convert LHE to percentages.

cc: Dr. Jose Fierro, President/Superintendent  
Cerritos College Board of Trustees

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 8**

**FROM:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:      Acknowledgement of Receipt of the Initial Proposal of the Cerritos College Faculty Federation (CCFF), AFT Local 6215, to the Cerritos Community College District for the Period July 1, 2018 – June 30, 2021</b></p>
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**ACTION**

It is recommended that the District acknowledge receipt of the attached initial proposal from CCFF, AFT Local 6215, for negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021.

**FISCAL IMPACT**

The financial implications are contingent on the results of negotiations.

**REPORT SUMMARY**

The attached initial proposal was submitted by CCFF, AFT Local 6215, for negotiation of the CCFF-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and for public review at the October 18, 2017, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the CCFF initial proposal. A public hearing item has been placed on the November 15, regular Board meeting agenda and the public shall have an opportunity to comment on the proposal. Following the public hearing, the Board shall take action to acknowledge official receipt of CCFF's initial proposal.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

CCFF, AFT Local 6215 Initial Proposal of the Collective Bargaining Agreement between CCFF, AFT Local 6215 and the Cerritos Community College District for the period beginning July 1, 2018 - June 30, 2021.



Cerritos College, 11110 Alondra Bl, Norwalk, CA 90650  
Campus Office: Classroom Building, Rm 112

### Cerritos College Faculty Federation Memorandum

**TO:** Cerritos College Board of Trustees, care of Dr. Adriana Flores-Church, Vice President of Human Resources

**FROM:** Kimberly Rosenfeld, Chief Negotiator, Cerritos College Faculty Federation

**DATE:** September 19, 2017

**SUBJECT:** CCFF public notice of bargaining subjects for upcoming successor negotiations between the Union and District

The following are the CCFF's initial bargaining proposals for a successor collective bargaining agreement between the Cerritos College Faculty Federation (CCFF), AFT Local 6215, and the Cerritos Community College District. The CCFF proposes the following new articles and revisions to existing articles of the parties' CBA:

**Parental Leave [Non-Monetary]:** The Union proposes to negotiate updated leave policies in Articles 18-28 to be consistent with AB 2393 and all other laws.

**Part Time Evaluation and Rehire Rights [Non-Monetary]:** The Union proposes technical changes to the parties' PT rehire preference article to ensure the current scope of the preference is clearly understood by all chairs and deans and proposes revisions to clarify the part time evaluation process to be compliant with AB 1690 and SB 1379.

**Maintenance of Dues Checkoff [Non-Monetary]:** The Union proposes to clarify when Faculty can join or leave the Union.

**Grievance and Just Cause [Non-Monetary]:** The Union proposes updating the grievance procedure to provide for binding arbitration. The Union proposes adding a 'just cause discipline' article to ensure faculty due process and union information rights are protected during employer investigations.

**Department Chairs/Program Director [Non-Monetary]:** The Union proposes technical changes to the parties' Department Chair/Program Director article to ensure the current scope is clearly understood by all chairs and deans and proposes revisions to clarify and streamline language.

**Assignment [Non-Monetary]:** The Union proposes an assignment article documenting the existing basic duties, responsibilities, working time and workload for full-time and part-time faculty, including teaching and non-teaching faculty. The Union proposes reasonable and set workload and assignments for faculty.

**Union Rights [Non-Monetary]:** The Union proposes to update the parties' Union Rights article to confirm with state law AB119 and maintain release time for union work.

## Cerritos College Faculty Federation Memorandum

September 19, 2017

**Intellectual Property [Non-Monetary]:** The Union proposes adding an intellectual property article to identify copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District

**Academic Rank, Faculty Seniority, and Faculty Service Areas [Non-Monetary]:** The union proposes an article that documents current practice and provides technical changes to clarify the qualifications and procedures for determining academic rank, faculty seniority and faculty service areas.

**Working Conditions, Safety, and Welfare [Non-Monetary]:** The union proposes an article that documents current practice related to safe working conditions, safety and welfare.

**Payroll Deductions [Non-Monetary]:** The union proposes an article that documents current practice related to payroll deductions.

**Travel, Conference, and Professional Organizations [Non-Monetary]:** The union proposes an article that documents current practice related to travel, conference and professional organizations.

**Personnel Files [Non-Monetary]:** The union proposes an article that documents current practice and provides technical changes related to personnel files.

**Surveillance and Privacy Rights [Non-Monetary]:** The Union proposes adding a surveillance and privacy rights article addressing the use of security cameras and recordings to ensure that the privacy of faculty is upheld.

**Health and Welfare [Monetary]:** The Union proposes maintaining employer insurance contributions and benefit levels for full time faculty to provide health security for faculty and their families. The Union proposes reasonable access to health insurance for part time faculty to be competitive with neighboring districts, to help recruit and retain part time faculty, and to provide health security for part time faculty and their families.

**Salary [Monetary]:** The Union proposes maintaining salary for faculty sufficient to keep pace with the County increased cost-of-living, increase parity for PT faculty, utilize State funds dedicated to office hours and other purposes, make up for years of salary stagnation or below-inflation raises, and ensure the District meets its 50% obligations and continue to be able to recruit and retain faculty.

**Retiree Benefits [Monetary]:** The Union proposes to provide health insurance coverage for faculty 55 years old to the age of Medicare Eligibility (65 years). The Union proposes to increase monthly retiree benefits sufficient to keep pace with the increased costs of supplemental health insurance upon retirement for faculty.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 10**

**FROM:**

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

**REVIEWED BY:**

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

<p><b>SUBJECT:      Consideration of Approval of New Courses and Programs, and Modifications to Existing Courses and Programs</b></p>
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**ACTION**

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

**FISCAL IMPACT**

There is no fiscal impact.

**REPORT SUMMARY**

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

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum  
Presented at the Regular Board Meeting of November 15, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Sciences	Prefix change from WS to WGS	A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).	September 14, 2017
New	Business, Humanities, and Social Sciences	<p>WGS 101 - Issues for Women in American Society            Units: 3.0            Class hours: 3.0 Lecture/            0.0 Laboratory            Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.            Corequisite: None            Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>Issues for Women in American Society is a multidisciplinary course that provides a foundation for interpreting gender in American society. It examines the essential components of women's studies as an academic discipline; delineates theories of feminism and history of women's movements; evaluates the social construction and politics of gender; analyzes the intersection of gender with race, ethnicity, social class and sexual orientation; and identifies the issues of feminism in a global context. This course is not open to students currently enrolled or who have completed WS 101.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017
New	Business, Humanities, and Social Sciences	<p>WGS 102 - Women and Religion            Units: 3.0            Class hours: 3.0 Lecture/</p>	This course is a multidisciplinary course that investigates women's religious lives. It will center around the writings of women's experiences within world religions. The course will include issues such as identity, women's religious	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		<p>0.0 Laboratory  Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.  Corequisite: None  Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>leadership, language and liturgy, rituals performed by women, and sacred texts. Students will learn about world religions generally, and women's lives in these religions specifically. This course is not open to students currently enrolled in or who have completed WS 102.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	
New	Business, Humanities, and Social Sciences	<p>WGS 103 - Women, their Bodies and Health  Units: 3.0  Class hours: 3.0 Lecture/  0.0 Laboratory  Prerequisite: None  Corequisite: None  Recommendation: None</p>	<p>This course will examine contemporary women's health issues and body image concerns. General topics will include images of women, lifespan changes, mental health, eating disorders, prevention of abuse and self-harm, social roles, sexual identity and sexuality, relationships, birth control and pregnancy. Current research on cardiovascular disease, cancer and other chronic conditions will be discussed as they pertain to women's issues. Students will develop the skills necessary to become wiser consumers of health and beauty-enhancing products. This course is not open to students currently enrolled in or who have completed HED103 or WS 103</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Sciences	<p>WGS 104 - Community Organizing and Activism  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: None  Corequisite: None  Recommendation: Completion of WGS 101 with a grade of "C" or higher or "Pass" and completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.</p>	<p>This course is designed to encourage the relationship between students who are interested in working with feminist-based organizations and the local organizations that need assistance. This class will expose students to potential volunteer, internship, and job opportunities while helping them to build more impressive resumes and improve the lives of women. This course is not open to students currently enrolled in or who have completed WS 104. A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017
New	Business, Humanities, and Social Sciences	<p>WGS 105 – Gender Studies and the Chicana/Latina Experience  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: Completion of ENGL 52, or ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.  Corequisite: None</p>	<p>Gender Studies and the Chicana/Latina Experience is a multidisciplinary course that uses a feminist perspective to examine the Chicana/Latina experience in the US, Caribbean, and Latin America. It examines the essential components of gender and Chicana/Latina studies as an academic discipline; delineates theories of feminism and history of women's movements; evaluates the social construction and politics of the lives of Chicanas/Latinas; analyzes the intersection of gender with race, ethnicity, national origin, immigration status, social class and sexuality; and identifies the issues of the Chicana/Latina experience in a global context. This course is not open to students currently enrolled in or who have completed WS 105.</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		<p>Recommendation:            Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	
New	Business, Humanities, and Social Sciences	<p>WGS 107 - Men and Masculinities:            Constructing Manhood in America            Units: 3.0            Class hours: 3.0 Lecture/ 0.0 Laboratory            Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.            Corequisite: None            Recommendation:            Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>Men and Masculinities: Constructing Manhood in America is a multidisciplinary course that provides a foundation for interpreting aspects of gender in American society. It examines the essential components of Masculinities Studies as an academic discipline; delineates gender theories; evaluates the social construction and politics of gender, and gender-oriented social and political movements; analyzes the intersections of gender with race, ethnicity, social class, disability, sexual orientation, and sub-cultures; and identifies the issues of men and masculinities in a global context. This course is not open to students who are currently enrolled in or completed HUM 107 or WS 107.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017
New	Business, Humanities, and Social Sciences	<p>WGS 108 - Women in Sports            Units: 3.0</p>	<p>This course provides students with a chronological history, analysis and interpretation of people, events and issues affecting women in sports, in past and present societies.</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	<p>Physiological, sociological and psychological aspects of female athletes as related to sport, history and education will be covered. Students will gain an understanding of the significant events of women in athletics from the past to the present and how their significance will determine the future of women in sports. This course is not open to students who are currently enrolled in or have completed KIN 108 or WS 108.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	
New	Business, Humanities, and Social Sciences	WGS 109 - Philosophy of the Body, Feminism, and Gender Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."	<p>This course will examine philosophical scholarship on feminism, gender, and theory of the body in the areas of metaphysics, epistemology, ethics, and aesthetics. Questions about gender identity, the nature of the self and personal identity, friendship, the feminist conception of knowledge, feminism and philosophy of language, philosophy of religion, philosophy of science; misogynist patterns in philosophical texts, male responses to feminism, moral theories, and feminist questions about beauty and art will be examined in the course, while students are also engaged in understanding the fundamentals of philosophy. This course is not open to students who are currently enrolled in or who completed PHIL 109 and WS 109.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Sciences	<p>WGS 118 - History of Women in Visual Arts  Units: 3.0  Class hours: 3.0  Lecture/0.0 Laboratory  Prerequisite: None  Corequisite: None  Recommendation: ENGL 52 or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher or "Pass" or completion of the English Placement Process with a score eligible for ENGL 100 and satisfactory completion of READ 54 or READ 97 or equivalent with a grade of "C" or higher or "Pass" or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>This course provides an introduction to the role of women in the visual arts as subjects, patrons, and artists. The course examines global case studies of female involvement in the visual arts from the medieval period through the present. Particular attention is paid to issues of female agency, historical gender roles, and female artists and patrons who shaped the discipline of Art History. This course is not open to students who are currently enrolled in or who have completed ART 118 or WS 118.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017
New	Business, Humanities, and Social Sciences	<p>WGS 202 - Gender and Society  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: None  Corequisite: None  Recommendation: SOC 101 or WGS 101 with a grade of "C" or higher or "Pass."</p>	<p>This course addresses the concept of gender as an organizing principle in men's and women's lives from a sociological perspective. The class will address the issue of the social construction of gender and how it relates to race, ethnicity, class and sexuality, and how social institutions are gendered. Topics to be covered will include cultural ideas of gender and gender and the economy, politics, the media, families, and education. It will also address how gender impacts interactions between individuals and groups. This course is not open to students who are currently enrolled in or who have completed SOC 202 or WS 202.</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			<p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	
		<p>WGS 204 - Women in American History Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: Completion of ENGL 52, or ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.</p>	<p>This lecture/discussion course will survey women's history in the United States from colonial times to the present. It will focus on defining the similarities and differences in historical experiences of women based on their social class, race, and ethnicity. Topics of concentration include the changing roles of women in the private and public spheres; an analysis of the agendas, strategies, and consequences of the women's movements; and the historical revolution of the definitions of feminism and social construction of gender. This course is not open to students who are currently enrolled in or have completed HIST 204 or WS 204.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	
New	Business, Humanities, and Social Sciences	<p>WGS 205 - The Anthropology of Sexuality and Gender Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the</p>	<p>This course examines the cultural construction of human sexuality and gender in an anthropological framework. Biological and cultural bases for the multiple expressions of sexuality and gender found around the world are presented. Case studies include food foraging, horticultural, agricultural, industrial, and post-industrial societies. A central concern is the interaction between subsistence practices, cultural economies, and status in the construction of "normal" and "abnormal" sexualities and genders. This course is not open to students who are currently enrolled in or have completed ANTH 205 or WS 205.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		English Placement Process with eligibility for ENGL 100 and satisfactory completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."		
New	Business, Humanities, and Social Sciences	WGS 206 - Women in the Global Economy Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: ENGL 100 or equivalent with a grade of "C" or higher or "Pass."	<p>This course is an introduction to the global economy from the perspectives of women in the Third World. Drawing from various disciplinary fields such as economics, history, political science, anthropology and postcolonial studies, it examines critically the processes of globalization that impact the multiple identities and oppressions which shape women's lives with respect to race, gender, class and culture. This course studies the consequences of strategies of modernization and neocolonialism employed by of economic development such as the World Bank and IMF on the lives of women in the developing countries and the surrounding ecological environment. This course is included as part of the Women's Studies program at Cerritos College. This course is not open to students who are currently enrolled in or have completed WS 206 or ECON 102.</p> <p>A new course is taking the place of each of these courses that will update the name to Women's and Gender Studies (WGS).</p> <p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p>	September 14, 2017
New	Business, Humanities, and Social Sciences	WGS 207 - Women and Media Units: 3.0	Women and Media explores and analyzes the various portrayals of female representation (historical and contemporary) in media, which may include film, television,	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		<p>Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of “C” or higher, or “Pass,” or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: Completion of READ 54 or READ 97 with a grade of “C” or higher, or “Pass,” or completion of the Reading Placement Process with a score of “Reading Exempt.”</p>	<p>music video, video games, commercials, and new media; and uses feminist, gender, and queer theory, criticism, and history to understand how popular culture shapes identity and representation of the female gender in accordance to its socio-historical, political, and economic contexts, as well as values and cultural norms. The intersection of race, social class, ethnicity, religion, disability, sub-cultures, and sexual orientation will be analyzed, along with social and political movements that inform and assist the construction of these images in a global context. This course is not open to students who are currently enrolled in or who have completed ART 207 or WS 207.</p> <p>A new course is taking the place of each of these courses that will update the name to Women’s and Gender Studies (WGS).</p>	
New	Business, Humanities, and Social Sciences	<p>WGS 208 - Leadership for Women in Business Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None. Corequisite: None Recommendation: None</p>	<p>This course explores women’s leadership, management, communication styles, and the vision and values women leaders bring to an effective environment in business. It is about balancing work/life and managing drive, ambition, adversity, commitment, networking, and achievement. It examines strategies for developing and encouraging skills that enable and allow women leaders and managers to succeed. This course is not open to students who are currently enrolled in or have completed BA 208 or WS 208.</p> <p>A new course is taking the place of each of these courses that will update the name to Women’s and Gender Studies (WGS).</p> <p>Adding distance education option in order to offer the course in different formats and to increase student’s access.</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Sciences	<p>WGS 209 – Gender and Science  Units: 3.0  Class hours: 3.0  Lecture/0.0 Laboratory  Prerequisite: Completion of ENGL 52 or ENGL 72, or ESL 152 or equivalent with a grade of “C” or higher, or “Pass,” or completion of the English Placement Process with eligibility for ENGL 100.  Corequisite: None  Recommendation: Completion of WGS 101</p>	<p>Gender and Science is a course that provides a foundation for interpreting aspects of gender and the scientific activity in the western tradition. This course is designed to present an interdisciplinary introduction to investigating assumptions about gender and science, preparing students to analyze and comprehend diverse attitudes and views on gender, ethnicity, class, economics, political structures, and scientific activity, etc. The skills developed and refined in this course prepare students to understand, appreciate, and assess different views encountered in today’s global community. This intellectual experience can guide students to consider the way in which society influences, judges, and values individuals and groups of people based on the way in which they exhibit gender and scientific worldviews. In doing so, an openness and tolerance to the various ways in which people live and construct gender will support our diverse society.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student’s access.</p>	October 12, 2017
New	Business, Humanities, and Social Sciences	<p>ANTH 206 – The Anthropology of Death and Dying  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: None  Corequisite: None  Recommendation: Completion of ANTH 100 or equivalent with a grade of “C” or higher, or “Pass”.</p>	<p>This course is a cross-cultural study of the human response to death, dying, mourning, and remembrance. Using a multi-subfield (cultural, physical, and archaeological) anthropological approach we will survey the variations that exist through time and space in the cultural construction of death, the treatment of mortal remains, as well as the individual and social response to loss</p>	September 14, 2017
New	Liberal Arts	<p>ENGL 242 - Writing Poetry  Units: 3.0  Class hours: 3.0 Lecture/</p>	<p>The department wishes to create a 12-unit certificate in creative writing. As the department envisions the certificate, English 240 and 250 would both be required courses, along with a genre-specific writing course paired with a</p>	October 12, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		0.0 Laboratory Prerequisite: ENGL 240 or equivalent with a grade of 'C' or higher, or 'Pass'. Corequisite: None Recommendation: None	corresponding genre-specific literature course. The department's current course offerings already include the necessary literature courses but lack the writing courses. The pairing of both components serves to enhance students' understanding of and appreciation for the craft of writing as well as its historical and literary context. Including genre-specific writing courses such as 242 in the English department's course offerings would provide an educational pathway for those who have an affinity for creative writing but have not yet developed an affinity for college, making success and completion more likely.	
New	Liberal Arts	ENGL 244 – Writing Short Fiction Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: ENGL 240 or equivalent with a grade of 'C' or higher, or 'Pass'. Corequisite: None Recommendation: None	The department wishes to create a 12-unit certificate in creative writing. As the department envisions the certificate, English 240 and 250 would both be required courses, along with a genre-specific writing course paired with a corresponding genre-specific literature course. The department's current course offerings already include the necessary literature courses but lack the writing courses. The pairing of both components serves to enhance students' understanding of and appreciation for the craft of writing as well as its historical and literary context. Including genre-specific writing courses such as 244 in the English department's course offerings would provide an educational pathway for those who have an affinity for creative writing but have not yet developed an affinity for college, making success and completion more likely.	October 12, 2017
New	Fine Arts and Communications	MUS 143A – Songwriting Units: 2.50 Hours: 2.0 Lecture/ 0.0 Laboratory Prerequisite: MUS 180 or equivalent with a grade of "C" or higher or "Pass" Corequisite: Corequisite: Enrollment in music theory MUS 181	This course provides students the opportunity to explore songwriting and the creative process. With the growth of the commercial music program, students entering the program wish to expand their technical training with performance and songwriting skills. By studying music in a variety of genres and styles they will explore their own creativity and develop their own style in songwriting. Students will learn the craft of lyric writing and learn the relationship of words, melody, and harmony. The course will train students to develop workflows for writing songs and they will learn to collaborate	October 12, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
		Recommendation: None	with other musicians in order to create a performance of their work.	
New	Fine Arts	MUS 145A – Live Sound Techniques Units: 2.50 Hours: 2.0 Lecture/ 2.0 Laboratory Prerequisite: Prerequisite: MUS 110 or equivalent with a grade of “C” or higher or “Pass” Corequisite: None Recommendation: None	Live sound reinforcement is a rapidly growing field in the music industry. With more musicians performing live to increase revenues, the need for live sound engineers and technicians is in high demand. This course will prepare students for entry-level positions with live sound companies and concert venues. Students will train their ears to critically perceive nuances in sound and learn how to create effective mixes for the audience and performers. Students will learn microphone and monitoring techniques and develop workflows for troubleshooting.	October 12, 2017
New	Fine Arts	MUS 157 – Audio Systems Design Units: 2.50 Hours: 2.0 Lecture/ 0.0 Laboratory Prerequisite: MUS 110 or 145A or 146A or equivalent with a grade of “C” or higher or “Pass.” Corequisite: None Recommendation: None	Students of the Commercial Music Program must not only have the skills to produce professional quality sound media; but, additionally, must possess the technical capability to build and maintain audio systems themselves. This also requires the ability to adapt to changing technological standards utilized within the industry. Therefore, as venues and recording studios continue to adapt to network audio technologies, our students must be able to demonstrate their ability to work with these systems and stay current with emerging trends. This course will prepare students for entry-level positions with studios, theaters, live sound companies and entertainment venues.	October 12, 2017
New	Technology	AUTO 155 - Medium/Heavy Duty Brake Systems Units: 2.0 Class hours: 1.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None	With the increased use of public transportation vehicles, students taking this class will be ready to diagnose and repair the pneumatic braking systems found on transportation buses to ensure proper and safe operation. Students will also be prepared to maintain and repair medium and heavy duty truck air brake systems. The class will focus on pneumatic applications related to air brake systems. These systems are branded by different manufacturers, but all share the same operating principles.	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Recommendation: AUTO 105, Hydraulics and Pneumatics	In this class, students will be able to utilize laboratory components that were purchased through the IPII grant.	
New	Technology	AUTO 183 - Compressed Natural Gas Engines Units: 4.0 Class hours: 3.0 Lecture/ 4.0 Laboratory Prerequisite: None Corequisite: None Recommendation: AUTO 182, Introduction to Alternative Fuel	Automotive alternative fuel systems have advanced over time and become more prevalent in modern transportation. Compressed natural gas as a fuel has been integrated into transportation systems. This new course will educate students in the theories, operation, and functions of natural gas vehicles used in automotive and transportation applications. The course will include both light duty and heavy duty applications. Students will be able to utilize laboratory components and equipment purchased with grant funding from the California Energy Commission received by the automotive department in 2016-2017.	September 28, 2017
New	Technology	AUTO 265 - Advanced Automotive Electrical Units: 1.0 Class hours: 0 Lecture/ 4.0 Laboratory Prerequisite: AUTO 260 or equivalent with a grade of "C" or higher or "Pass" Corequisite: None Recommendation: None	With the advancement of automotive electrical systems and high voltage electric vehicles, students are now required to have a deeper understanding of how electricity is applied in current automotive applications. This increased understanding requires added material by creating a three-part series class structure. Students will utilize laboratory components purchased with grant funds. Students will also be able to research and understand new and emerging technologies in automotive electrical systems. This new course is a continuation of AUTO 260 and allow students to understand electronically controlled automotive applications and achieve skill building in a laboratory setting.  Adding distance education option in order to offer the course in different formats and to increase student's access.	September 28, 2017
New	Technology	AB 184 - Computerized Damage Appraisal Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None	This course provides students the opportunity to develop computerized damage estimating skills by following prescribed estimates from a workbook, progressing from simple to more complex estimates. Highly instructive assignments are found in the first few assignments, gradually reducing the "prescriptive" method of estimating,	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Corequisite: None Recommendation: None	<p>and require students to make calculated decisions on which panels require replacement and which ones are more appropriate for repair, and for what cost. Students will complete assignments in all 3 estimating systems that are used for over 98% of all estimates written in North America. Students will compare and contrast these three systems and how they accomplish the same tasks on the same vehicles, differently. These and other knowledge and skills-based learning activities help to properly develop computerized damage reports.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p>	
New	Technology	AB 185 - Structural Repair Blueprinting Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	<p>This course provides students the opportunity to develop structural damage analysis and structural repair planning skills, and to properly document the restoration of such damage to factory specifications. The job of estimator and damage appraiser has been elevated in recent years to the level of an "architect" of the collision repair process. As such, blueprinting of each repair has been adopted by the top 20% producers in the United States as a "Best Practice" to be followed. Recent advances in vehicle design and technology requires students to access vehicle maker information sites to write the blueprints for repair, according to the manufacturers approved methods. These and other knowledge and skills-based learning activities help to properly develop structural and cosmetic blueprints for repair, and to properly prescribe the collision repair process to be followed by repair technicians.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p>	September 28, 2017
New	Technology	AB 186 - Structural Damage Analysis Units: 3.0	<p>This course provides students the opportunity to develop structural damage analysis skills and to document the proper and complete restoration of such damage to factory</p>	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	<p>specifications. The skilled structural damage specialist will learn to identify “visual clues” as to structural damage within crashed vehicles. Then learn to measure and analyze the vehicle to confirm structural misalignment. Finally to develop strategies that will reverse the structural damage to various vehicle types and designs. Additionally students learn to identify steering and suspension component damage and to perform alignment “quick-checks” to verify such damage. Recent advances in vehicle design and technology requires students to access vehicle maker information sites to write the blueprints for repair, according to the manufacturers approved methods. These and other knowledge and skills-based learning activities help to properly develop structural damage analysis, and to properly map out the collision repair process to be followed.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student’s access.</p>	
New	Technology	AB 190 - Diagnostics and Digital Measuring Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Students have the opportunity to setup and operate diagnostic SCAN tools for advanced electronic systems, and to do 3D digital measuring of structural automotive damage. Students learn to setup measuring systems on crashed vehicles, and digitally measure crashed vehicles with different measuring systems. Clearing DTC’s (Diagnostic Trouble Codes) and the recalibration of affected systems are included in student learning.	September 28, 2017
New	Technology	AB 191 - Automotive Welding - Aluminum Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Students have the opportunity to learn automotive welding of aluminum panels and structures. The focus is placed on Gas Metal Arc Welding (Aluminum GMA ) and cutting. Students learn: welding terminology, equipment and consumables; welding preparation, machine tuning, and welding techniques. Students also prepare to complete the I-CAR GMA (MIG) Welding Certification Test (Inter-Industry Conference on Auto Collision Repair – Industry Certification).	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Technology	AB 192 - Advanced Materials Repair Techniques Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Students have the opportunity to learn about the advanced materials used in automotive construction and the unique methods required by vehicle makers to repair them. It is designed for collision repair technicians and damage appraisers with little or no experience in advanced materials. It helps students identify, analyze, research manufacturer requirements, and to develop repair methods that manufacturer requirements. Students will have hands-on learning to properly bond, rivet, weld-bond, and join various automotive materials.	September 28, 2017
New	Technology	WMT 100 - Woodworking Essentials Units: 2.0 Class hours: 1.0 Lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This course will prepare students for an entry level position in a cabinet shop or furniture shop. Our current introductory courses, WMT 101 and WMT 151, focus on one or the other industry discipline. In addition, students articulating from a high school or ROP program may be given credit for this course. In the past, it has been difficult finding a suitable course for which articulating students may receive credit.	September 28, 2017
New	Technology	WMT 182 - Alphacam and the CNC Router Units: 4.0 Class hours: 2.5 Lecture/ 5.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	<p>Previously, the Alphacam software and CNC Router were courses taught separately since jobs in the industry are typically divided up that way; companies typically hire programmers or machine operators. Recently we made the courses co-requisite in order encourage students to learn about both programming and operating the machine so they would be better trained for the industry. After running the courses this way, it now makes better sense to simply combine them into one new course. This simplifies many aspects of the course from student registration, to student learning of the content, to running of the class by the instructor.</p> <p>This has a positive knock-on effect on the corresponding intermediate level course, the associated lab courses (all being written as new courses), and the CNC certificate the WMT Department offers. From the standpoint of student motivation and instructor preferred pedagogy, having the</p>	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			software and router taught as one class will better allow students to better attain mastery of the course content and streamline their educational trajectory through the woodworking program of study.	
New	Technology	WMT 182L - CNC Woodworking Lab Units: 2.5 Class hours: 0.0 Lecture/ 8.0 Laboratory Prerequisite: WMT 182 with a grade of "C" or higher or "Pass." Corequisite: None Recommendation: None	This course is the lab paired with the new course WMT 182. It allows students to gain more practice and build upon previous skills attained by designing and building a project of their own. Previously 189L served this purpose, and now this course has longer hours and more units to reflect the time and skills needed to be successful in this making process.	September 28, 2017
New	Technology	WMT 282 - Intermediate Alphacam and the CNC Router Units: 4.0 Class hours: 2.5 Lecture/ 5.5Laboratory Prerequisite: WMT 182 with a grade of "C" or higher or "Pass." Corequisite: None Recommendation: None	WMT 285 teaches students to how to use more features of Alphacam, a popular Computer Aided Manufacturing (CAM) program used in industry. WMT 286 teaches students how to use the Computer Numerical Control (CNC) equipment necessary to run the output code created in Alphacam in a more advanced way. The courses were originally offered as stand-alone courses since jobs in the industry are typically divided up that way; companies typically hire programmers or machine operators.	September 28, 2017
New	Technology	WMT 282L - Intermediate CNC Woodworking Lab Units: 2.5 Class hours: 0.0 Lecture/ 8.0 Laboratory Prerequisite: WMT 282 with a grade of "C" or higher or "Pass." Corequisite: None Recommendation: None	This course is the lab paired with the new course WMT 282. It allows students to gain more practice and build upon previous skills attained by designing and building a project of their own. Previously 289L served this purpose, and now this course has longer hours and more units to reflect the time and skills needed to be successful in this making process.	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New		<p>WGS 125 – Gender, Communication, and the Digital Revolution  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: Completion of at least one of these courses with a grade of “C” or higher or “Pass” or an equivalent course: SPCH 60, ENGL 52, ENGL 72, ESL 152, READ 54, READ 97, or completion of the English or Reading Placement process with eligibility for ENGL 100 or Read 54 Exempt.  Corequisite: None  Recommendation: None</p>	<p>This course is designed to present an interdisciplinary introduction to investigating gender, communication, and the digital revolution in American culture, preparing students to analyze and comprehend diverse constructions, attitudes, and views on gender. The skills developed and refined in this course prepare students to understand, appreciate, assess, and successfully interact within frameworks encompassing different views found in today’s digital and global community. This intellectual experience can guide students to consider the way in which contemporary, high-tech, society influences, judges, and values individuals and groups of people based on the way in which they construct and perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct gender in the digital age will better our diverse society.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student’s access.</p>	September 28, 2017
New		<p>SPCH 125 – Gender, Communication, and the Digital Revolution  Units: 3.0  Class hours: 3.0 Lecture/ 0.0 Laboratory  Prerequisite: Completion of at least one of these courses with a grade of “C” or higher or “Pass” or an equivalent course: SPCH 60, ENGL 52, ENGL 72, ESL 152, READ 54, READ 97, or completion of the English</p>	<p>Gender, Communication, and the Digital Revolution is a course that provides a foundation for interpreting aspects of gender and communication in contemporary, high tech, American society. This course is designed to present an interdisciplinary introduction to investigating gender, communication, and the digital revolution in American culture, preparing students to analyze and comprehend diverse constructions, attitudes, and views on gender. The skills developed and refined in this course prepare students to understand, appreciate, assess, and successfully interact within frameworks encompassing different views found in today’s digital and global community. This intellectual experience can guide students to consider the way in which contemporary, high-tech, society influences, judges, and values individuals and groups of people based on the way in</p>	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		<p>or Reading Placement process with eligibility for ENGL 100 or Read 54 Exempt.            Corequisite: None            Recommendation: None:</p>	<p>which they construct and perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct gender in the digital age will better our diverse society.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p>	
New	Business, Humanities, and Social Sciences	<p>SPCH 148 – Oral Interpretation of Literature: Readers' Theatre            Units: 3.0            Class hours: 3.0 Lecture/ 0.0 Laboratory            Prerequisite: None            Corequisite: None            Recommendation:</p>	<p>The Speech Department is changing the number of this course from SPCH 240 to SPCH 148. We are also updating the curriculum to better align with the CSU. Finally, we are asking that this be counted as CSU GE credit under area C Fine Arts and Humanities. We would like it listed under Fine Art. IGETC we would like it counted under Area 3-A "Arts"</p>	September 28, 2017
Modification	Business, Humanities, and Social Sciences	<p>ECON 102 – Women in the Global Economy            Units: 3.0            Class hours: 3.0 Lecture/ 0.0 Laboratory            Prerequisite: None            Corequisite: None            Recommendation: ENGL 100 or equivalent with a grade of "C" or higher or "Pass."</p>	<p>This course is an introduction to the global economy from the perspectives of women in the Third World. Drawing from various disciplinary fields such as economics, history, political science, anthropology and postcolonial studies, it examines critically the processes of globalization that impact the multiple identities and oppressions which shape women's lives with respect to race, gender, class and culture. This course studies the consequences of strategies of modernization and neocolonialism employed by of economic development such as the World Bank and IMF on the lives of women in the developing countries and the surrounding ecological environment. This course is included as part of the Women's Studies program at Cerritos College. This course is not open to students who are currently enrolled in or have completed WS 206, ECON 102, or WGS 102.</p>	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	PHIL 109 – Philosophy of the Body, Feminism, and Gender Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: ENGL 100 or equivalent with a grade of “C” or higher or “Pass.” Corequisite: None Recommendation: None	Description update: This course will examine philosophical scholarship on feminism, gender, and theory of the body in the areas of metaphysics, epistemology, ethics, and aesthetics. Questions about gender identity, the nature of the self and personal identity, friendship, the feminist conception of knowledge, feminism and philosophy of language, philosophy of religion, philosophy of science; misogynist patterns in philosophical texts, male responses to feminism, moral theories, and feminist questions about beauty and art will be examined in the course, while students are also engaged in understanding the fundamentals of philosophy. This course is not open to students who are currently enrolled in WGS 109 or have completed WS 109  Added prerequisite to meet the current course standards.	September 14, 2017
Modification	Business, Humanities, and Social Sciences	SOC 202 –Gender and Society Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation:	This course is being updated to match the new cross-listed WGS course which changed from WS due to a name change for the Women’s and Gender Studies (WGS) program.  Adding distance education option in order to offer the course in different formats and to increase student’s access.  Added prerequisite to meet the current course standards.	September 14, 2017
Modification	Business, Humanities, and Social Sciences	HIST 204 – Women in American History Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade	This lecture/discussion course will survey women’s history in the United States from colonial times to the present. It will focus on defining the similarities and differences in historical experiences of women based on their social class, race, and ethnicity. Topics of concentration include the changing roles of women in the private and public spheres; an analysis of the agendas, strategies, and consequences of the women’s movements; and the historical evolution of the definitions of feminism and social construction of gender. This course is not open to students who are currently enrolled in or have completed WS 204 or WGS 204.	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		of “C” or higher, or “Pass,” or completion of the English Placement Process with eligibility for ENGL 100.	Added prerequisite to meet the current course standards.	
Modification	Business, Humanities, and Social Sciences	<p>ANTH 205 – the Anthropology of Sexuality and Gender            Units: 3.0            Class hours: 3.0 Lecture/ 0.0 Laboratory            Prerequisite: None            Corequisite: None            Recommendation: Completion of ENGL 52, or ENGL 72, or ESL 152 or equivalent with a grade of “C” or higher, or “Pass,” or completion of the English Placement Process with eligibility for ENGL 100 and satisfactory completion of READ 54 or READ 97 with a grade of “C” or higher, or “Pass,” or completion of the Reading Placement Process with a score of “Reading Exempt.”</p>	This course is being updated to match the new cross-listed WGS course which changed from WS due to a name change for the Women’s and Gender Studies (WGS) program.	September 14, 2017
		<p>BA 208 – Leadership for Women in Business            Units: 3.0            Class hours: 3.0 Lecture/ 0.0 Laboratory            Prerequisite: None</p>	This course is being updated to match the new cross-listed WGS course which changed from WS due to a name change for the Women’s and Gender Studies (WGS) program.	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Corequisite: None Recommendation: None	Adding distance education option in order to offer the course in different formats and to increase student's access.	
Modification	Fine Arts and Communications	ART 207- Women and Media Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ENGL 52, ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: None	Change of Prefix in WGS 207 –Cross listed course with ART 207.  Added prerequisite to meet the current course standards.	September 14, 2017
Modification	Fine Arts and Communications	ART 118- History of Women in Visual Arts Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ENGL 52, ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the	Adoption of new course, WGS 118, for cross listed course ART 118.  Added prerequisite to meet the current course standards.	September 14, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Reading Placement Process with a score of "Reading Exempt."		
Modification	Fine Arts and Communications	<p>HUM 107 – Men and Masculinities:            Constructing Manhood in America            Units: 3.0            Class hours: 3.0 Lecture/            0.0 Laboratory            Prerequisite: Completion of ENGL 52, ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100.            Corequisite: None            Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."</p>	<p>Adoption of new course, WGS 107, for cross listed course HUM 107.</p> <p>Added prerequisite to meet the current course standards.</p>	September 14, 2017
Modification	Technology	<p>AUTO 160 – Introduction to Automotive Electrical            Units: 5.0            Class hours: 4.0 Lecture/            4.0 Laboratory            Prerequisite: None            Corequisite: None            Recommendation: AUTO 100 or appropriate work</p>	<p>As automotive electrical systems have advanced, more specified electrical training is required. Older technologies are being removed and the course outline is updated to include current technologies. AUTO 160 requires added material by creating a three-part series class structure. This is the first course in the series and a modification to existing curriculum. The course will introduce students to the theories, operation, and functions of electricity used in automotive applications. Students will be able to utilize</p>	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		experience or equivalent with a grade of Pass or "C" or higher.	laboratory components and equipment. AUTO 260 will be a continuation of intermediate automotive electrical systems and AUTO 265 will be the capstone course.	
Modification	Technology	AUTO 182 - Introduction to Alternative Fuel Units: 3.5 Class hours: 3.0 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Automotive alternative fuel systems have advanced over time and become more prevalent in modern transportation. Specified training requires laboratory activities for student skill attainment and understanding. The current course curriculum is limited to lecture only material. Adding a laboratory component to the course will allow students to achieve a practical and applied understanding. The course outline is updated to include current and new technologies and the updated curriculum will include a laboratory component to the course. The course will introduce students to the theories, operation, and functions of alternative fuels used in automotive and transportation applications. Students will be able to utilize laboratory components and equipment.	September 28, 2017
Modification	Technology	AUTO 212 – Advanced High Performance Engines Units: 1.0 Class hours: 0.0 Lecture/ 4.0 Laboratory Prerequisite: AUTO 210, Automotive Machine Shop or AUTO 211, High Performance Engines or equivalent with a grade of "C" or higher or Pass Corequisite: None Recommendation: None	<p>This course is designed to further increase the skill and knowledge of the student in areas of Automotive Machine Shop and High Performance Engines, working to trade standards.</p> <p>As automotive technology has advanced, factory high performance options have become a standard option on production vehicles. This requires an understanding of advanced high performance engine internal component diagnostics and repair. The course will focus on advanced theories, operation and function of high performance engines. Students will be able to utilize laboratory components and equipment. This is a modification to existing curriculum. Older technologies are being removed and the course outline is updated to include current technologies. Laboratory hours will focus specifically on advanced procedures utilizing testing equipment and the addition of prerequisites will ensure students have knowledge for specified study.</p>	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Added prerequisite to meet the current course standards.	
Modification	Technology	AUTO 260 - Intermediate Automotive Electrical Units: 4.0 Class hours: 3.0 Lecture/ 3.0 Laboratory Prerequisite: AUTO 160 or equivalent with a grade of "C" or higher, or "Pass," or appropriate work experience Corequisite: None Recommendation: None	Automotive electrical systems have advanced with time. Electrical understanding requires added material by creating a three-part series class structure. Computer controlled accessories and communication systems are found throughout modern vehicles. This is a modification to existing curriculum removing older technologies and updating the course outline to include current technologies. Students will be able to utilize laboratory components and advanced testing equipment. The course is a continuation of AUTO 160 and will show students the operation and functions of modern electronically-controlled automotive applications. The series will end with the capstone course AUTO 265.	September 28, 2017
Modification	Technology	AB 88 - Estimating and Management Update Units: Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	<p>This course provides students the opportunity to update their estimating and shop management skills by engaging in the latest technologies and techniques used in the industry. Recent advances in vehicle design and technology requires diligent update of an estimator's knowledge and skill to properly develop damage analysis, damage reports, and to properly manage collision repair centers. Management techniques for single location and multi-shops are also covered in student learning.</p> <p>Adding distance education option in order to offer the course in different formats and to increase student's access.</p>	September 28, 2017
Modification	Technology	AB 181 - Damage-Estimating Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This course provides students the opportunity to update their estimating and shop management skills by engaging in the latest technologies and techniques used in the industry. Recent advances in vehicle design and technology requires diligent update of an estimator's knowledge and skill to properly develop damage analysis, damage reports, and to properly manage collision repair centers. Management techniques for single location and multi-shops are also covered in student learning.	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Adding Distant Education	
Modification	Technology	AB 182 - Structural Damage Estimating Units: 3.0 Class hours: 2.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: AB 181 or equivalent with a grade of Pass or "C" or higher, or appropriate work experience. Proficient in MS Windows software applications	This course provides students the opportunity to develop structural damage analysis and structural damage estimating skills by inspecting structurally damaged vehicles and working in teams to identify structural and cosmetic damage, and to properly document the restoration of such damage to factory specifications. Recent advances in vehicle design and technology requires students to access vehicle maker information sites to write estimates according to the manufacturers approved methods. These and other knowledge and skills-based learning activities help to properly develop structural and cosmetic repair plans, and to properly manage the collision repair process.	September 28, 2017
Modification	Technology	WMT 281 - Intermediate Cabinet Vision Units:2.5 Class hours: 2.0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: None Recommendation:	The course name is being changed to better reflect what is taught, which will greatly help in marketing the course to industry. The course content is also being updated to break out lecture and lab activities.	September 28, 2017
Modification	Technology	WMT 181 - Introduction to Cabinet Vision Units: 3.0 Class hours: 3.0 Lecture/ 1.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	The course name is being changed to better reflect what is taught, which will greatly help in marketing the course to industry. The course content is also being updated to break out lecture and lab activities.	September 28, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Re-Activation	Technology	WMT 246 - Sculptural Rocking Chair Units: 4 Class hours:2.5 Lecture/ 5.5 Laboratory Prerequisite: WMT 231 or WMT 232 or equivalent with grades of Pass or "C" or higher Corequisite: None Recommendation :None	This course was deactivated in 2013 due, primarily, to the lack of a qualified instructor. The program hired a new full-time instructor last year who has the expertise necessary to teach this course. In addition, student demand for this course has been consistently high. Updating course title.	September 28, 2017
Modification	Liberal Arts	ENGL 227 – Modern and Contemporary Literature Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152, or equivalent with a grade of "C" or higher, or Pass, or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: None	We are revising the title and description of the course. The old title, "Current Literature," confused many, as no one, including our dean, could define the meaning of "Current" and thus decide on the appropriate focus of the class. The definition was not included in the old course description; indeed, many of the possible topics listed were not necessarily "current" at all. And some of the topics in the old course description were already standalone courses in the English department (e.g., "Native American Literature"). The new title offers a broader, more appropriate definition of the course as designed for special topics of departmental and student interest, also allowing for a variety of prospective course focuses across history, genre, and cultures. We have also updated the texts. Note: This course was previously approved for Distance Education, although I don't see that designation here.	October 12, 2017
Modification	Business, Humanities, and Social Sciences	ENGL 246A – Survey of British Literature A: Anglo-Saxon to 18 <sup>th</sup> Century Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of English 100 or	We are revising the title of the course and the course description to better match the descriptors of the state's British literature survey course ID and for greater accuracy in our catalog. I have also updated the textbooks and the SLOs.	October 12, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		equivalent with a grade of "C" or higher, or Pass, or completion of the English Placement Process. Corequisite: None Recommendation: None		
Modification	Business, Humanities, and Social Sciences	ENGL 246B – Survey of British Literature B: Romantics to the Present Units: 3.0 Class hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of English 100 or equivalent with a grade of "C" or higher, or Pass, or completion of the English Placement Process. Corequisite: None Recommendation:	The title and the course description are being revised to better fit the state's course descriptors for the British literature survey classes and to provide more accurate information in the college catalog. I am also updating the textbooks and the SLOs.	October 12, 2017
New	Technology	Advanced Electrical and Diagnosis – Verification of Completion	New industry verification of completion advised by department recommendation.	September 28, 2017
New	Technology	Brakes, Suspension, and Steering – Verification of Completion	New industry verification of completion advised by department recommendation.	September 28, 2017
New	Technology	Engine Repair and Operation – Verification of Completion	New industry verification of completion advised by department recommendation.	September 28, 2017
New	Technology	Fleet Preventative Maintenance – Verification of Completion	New industry verification of completion advised by department recommendation.	September 28, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Technology	Cabinetmaking – Associate of Arts	Four program options are currently offered: Cabinetmaking, Furniture Making, CNC Woodworking, and Woodworking. The first three provide entry level employees in their respective fields. The Woodworking option is typically selected by students who plan to teach middle or high school CTE courses.	September 28, 2017
Modification	Technology	Furniture Making – Associate of Arts	Four program options are currently offered: Cabinetmaking, Furniture Making, CNC Woodworking, and Woodworking. The first three provide instruction for entry-level employees in their respective fields. The Woodworking option is typically selected by students who plan to teach middle or high school CTE courses.	September 28, 2017
Modification	Technology	General Technician – Associate of Arts	AUTO-160 was removed from the General Technician Associate of Arts degree to allow concentration on mechanical aspects of automobiles. The five courses concentrate on mechanical aspects of automotive technologies. The modified Electrical/Diagnosis Technician certificate will include AUTO-160 and concentrate on the electrical areas of automobiles.	September 28, 2017
Modification	Technology	Electrical/Diagnosis Technician – Associate of Arts	In order to make the Electrical/Diagnosis Technician Associate of Arts apply to current technologies and compliment other certificates, the mechanical concentrated courses have been removed from the option. AUTO-100 and 110 are included in the General Technician certificate and concentrate on mechanical aspects of the automobile. Subsequently they were removed from this certificate. AUTO-281 is a specified course covering smog and emission certification, which is an advanced area of automotive. This course has been moved to a Verification of Completion for advanced skills. The six courses now concentrate on the electrical and diagnosing aspects of automotive technologies, with an included new course on advanced electrical.	September 28, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Technology	Engine/Machine Technology – Associate of Arts	The Engine/Machining Associate of Arts degree specializes in internal combustion engine rebuilding, machining, and measurements, concentrating on the mechanical internal workings of modern engines. AUTO-100 was removed from the option in favor of AUTO-101, because of the added mechanical skills taught in the course. AUTO-101 concentrates on utilizing laboratory equipment, which closely coincides with the overall nature of the option. Also, AUTO-212 has been modified to concentrate curriculum on advanced high performance engines; creating a capstone course for students in the option.	September 28, 2017
Modification	Technology	Automotive Management – Associate of Arts	The goal of modifying the Automotive Management Certificate is to streamline certificate attainment within the automotive department. Courses will focus on automotive curriculum and will remain prerequisites for entrance into the Northwood Bachelor's Degree program. Two business courses have been removed from the requirements - BA 114 and BA 115 or 117 -and the required three-unit BA elective course has also been eliminated. The Automotive Management option changes the required AUTO course elective as well. Alternative Fuels (AUTO 182) is now the required additional AUTO course due to the prevalence of alternative fuel technologies found in the automotive industry. A broader knowledge of alternative fuels and general automotive maintenance are part of the foundation to entering automotive management careers.	September 28, 2017
Modification	Technology	Alternative Fuels Service Technician – Associate of Arts	The Alternative Fuels Service Technician Associate of Arts degree has been revamped to allow concentration on current technologies in the alternative fuels industry. AUTO-108 was removed and deleted; curriculum from this course was absorbed and updated in AUTO-182 and the new AUTO-183. AUTO-105 and 155 were added to include mechanical skill attainment within the option. An added goal of the Alternative Fuels option is to provide training for entry-level municipality fleet technicians and those seeking careers in government fleets.	September 28, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Technology	Cabinet Making – Certificate of Achievement	Four program options are currently offered: Cabinetmaking, Furniture Making, CNC Woodworking, and Woodworking. The first three provide instruction for entry-level employees in their respective fields. The Woodworking option is typically selected by students who plan to teach middle or high school CTE courses.	September 28, 2017
Modification	Technology	Furniture Making – Certificate of Achievement	Four program options are currently offered: Cabinetmaking, Furniture Making, CNC Woodworking, and Woodworking. The first three provide instruction for entry-level employees in their respective fields. The Woodworking option is typically selected by students who plan to teach middle or high school CTE courses.	September 28, 2017
Modification	Technology	CNC Woodworking – Certificate of Achievement	Three program options are currently offered: Cabinetmaking, Furniture Making, CNC Woodworking, and Woodworking. The first three provide instruction for entry-level employees in their respective fields. The Woodworking option is typically selected by students who plan to teach middle or high school CTE courses.	September 28, 2017
Modification	Technology	General Technician – Certificate of Achievement	AUTO-160 was removed from the General Technician Certificate to allow concentration on mechanical aspects of automobiles. The five courses concentrate on mechanical aspects of automotive technologies. The modified Electrical/Diagnosis Technician certificate will include AUTO-160 and concentrate on the electrical areas of automobiles.	September 28, 2017
Modification	Technology	Electrical/Diagnosis Technician – Certificate of Achievement	In order to make the Electrical/Diagnosis Technician Certificate apply to current technologies and compliment other certificates, the mechanical concentrated courses have been removed from the option. AUTO-100 and 110 are included in the General Technician certificate and concentrate on mechanical aspects of the automobile. Subsequently they were removed from this certificate. AUTO-281 is a specified course covering smog and emission certification, which is an advanced area of	September 28, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			<p>automotive. This course has been moved to a Verification of Completion for advanced skills. The six courses now concentrate on the electrical and diagnosing aspects of automotive technologies, with an included new course on advanced electrical.</p>	
Modification	Technology	Engine/Machine Technology – Certificate of Achievement	<p>The Engine/Machining Certificate specializes in internal combustion engine rebuilding, machining, and measurements, concentrating on the mechanical internal workings of modern engines. AUTO-100 was removed from the option in favor of AUTO-101, because of the added mechanical skills taught in the course. AUTO-101 concentrates on utilizing laboratory equipment, which closely coincides with the overall nature of the option. Also, AUTO-212 has been modified to concentrate curriculum on advanced high performance engines; creating a capstone course for students in the option.</p>	September 28, 2017
Modification	Technology	Automotive Management – Certificate of Achievement	<p>The goal of modifying the Automotive Management Certificate is to streamline certificate attainment within the automotive department. Courses will focus on automotive curriculum and will remain prerequisites for entrance into the Northwood Bachelor's Degree program. Two business courses have been removed from the requirements - BA 114 and BA 115 or 117 -and the required three-unit BA elective course has also been eliminated. The Automotive Management option changes the required AUTO course elective as well. Alternative Fuels (AUTO 182) is now the required additional AUTO course due to the prevalence of alternative fuel technologies found in the automotive industry. A broader knowledge of alternative fuels and general automotive maintenance are part of the foundation to entering automotive management careers.</p>	September 28, 2017

<b>Modification Type</b>	<b>Division</b>	<b>Course/Certificate Information</b>	<b>Rationale</b>	<b>Curriculum Committee Approval Date</b>
Modification	Technology	Alternative Fuels Service Technician – Certificate of Achievement	The Alternative Fuels Service Technician Certificate has been revamped to allow concentration on current technologies in the alternative fuels industry. AUTO-108 was removed and deleted; curriculum from this course was absorbed and updated in AUTO-182 and the new AUTO-183. AUTO-105 and 155 were added to include mechanical skill attainment within the option. An added goal of the Alternative Fuels option is to provide training for entry-level municipality fleet technicians and those seeking careers in government fleets.	September 28, 2017
Modification	Business, Humanities, and Social sciences	Anthropology- Associate in Arts Degree for Transfer (AA-T)	ANTH 206, The Anthropology of Death and Dying, is a new elective course that will be available beginning in Fall 2018. The department wants to add this to our College Program Requirements for the AA-T, under List C.	September 28, 2017
Modification	Fine Arts and Communications	Audio Systems Solutions – Certificate of Achievement	Employers are also seeking students with advanced technical skills who can not only operate the equipment; but install, configure, and diagnose equipment. Therefore, the need to include curriculum that allows students to acquire these technical skill sets is critical for Cerritos College to become a high caliber vocational training school that is inclusive in all aspects of workforce development for the entertainment industry. The department recognizes the need to expand its training to reflect recent technology advancements in the realm of audio networking.	October 12, 2017
Modification	Fine Arts and Communications	Commercial Music – Associate in Arts Degree	Modifying existing program to include new commercial music courses.	October 12, 2017

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Sandy Marks  
Instructional Dean, Health Occupations

<b>SUBJECT:      Consideration of Approval of Conference Request for Travel Outside the United States – Reggio Emilia, Italy for Dionne Gibson</b>
--

**ACTION**

It is recommended that the Board of Trustees approve a conference request not to exceed a total of \$5,000.00 for Dionne Gibson, full-time faculty member in the Health Occupations division, to travel to Reggio Emilia, Italy from March 17, 2018 to March 30, 2018.

**FISCAL IMPACT**

The Health Occupations Contract Education Account, which is revenue from the child development program generated through contract education, will be used to cover the referenced costs: registration (lodging included), airfare, meals, and taxi/shuttle not to exceed \$5,000.00. Any additional expenses will be covered by the faculty member.

No fiscal impact on the general fund.

**REPORT SUMMARY**

- A one-week study group for United States students and professors will be held at the Loris Malaguzzi International Center in Reggio Emilia, Italy. This study group is designed specifically for small groups of graduate and undergraduate students and accompanying professors whose work with students at Laboratory Schools in U.S. Colleges and Universities is influenced by the Reggio Emilia approach to education. This study group aims to provide a deeper knowledge of the Reggio approach through a direct experience (visits to preschools) strongly connected with the Infant Toddler Centres and Preschools of Reggio Emilia including social, cultural, and political context.
- Educators of Reggio Emilia emphasize the importance of understanding their community in order to understand their schools. Immersion into the culture is a third teacher of the conference. By experiencing the constructivist approach on a first hand basis, Dionne will be able to strengthen her support to the Cerritos College student in learning the pedagogy taught in our child development courses.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Conference and Travel Request Form with approval signatures.

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

Meeting Date: **November 15, 2017**  
**Agenda Item No. 12**

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Rachel Mason  
Instructional Dean, Business,  
Humanities, and Social Sciences

<b>SUBJECT:      Consideration of Approval of Conference Request for Travel Outside the United States – London, United Kingdom for Dr. Ted Stolze</b>
---

**ACTION**

It is recommended that the Board of Trustees approve a conference request for Dr. Ted Stolze, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to London, United Kingdom from November 8-12, 2017 to attend the Historical Materialism 14<sup>th</sup> Annual London Conference.

**FISCAL IMPACT**

No cost to the district.

**REPORT SUMMARY**

Dr. Ted Stolze has been asked to present his paper “Death and Life in Marx’s *Capital*: An Ethical Investigation” at the Historical Materialism 14<sup>th</sup> Annual London Conference. Dr. Stolze will share his work and research with other faculty from around the world and represent Cerritos College.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Conference and Travel Request Form with approval signatures

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Dr. Nick Real  
Instructional Dean, Technology

<b>SUBJECT:</b> <b>Consideration of Approval of Perkins Honorariums for Workshop Guest Speakers</b>
---

**ACTION**

It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the 2017-2018 academic year.

**FISCAL IMPACT**

Strong Workforce Program funds in the amount of \$4,500 will be utilized for this expenditure. No district general funds will be used.

**REPORT SUMMARY**

As part of the effort to improve the Film Product program, the Fine Arts Division has been awarded Perkins funding to hold a series of workshops and lectures conducted by industry experts during the 2017-2018 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. These will be scheduled on the “as needed” basis.

<b>Name</b>	<b>Topic</b>	<b>Workshop Honorarium</b>
Michael Stanton	Commercial	\$500 (4-Hour Workshop)
Tallal Dahar	Casting & Set Protocols	\$500 (4-Hour Workshop)
Annabel Ramirez	Stop Motion	\$500 (4-Hour Workshop)
Angel Huerta	Time Lapse	\$500 (4-Hour Workshop)
Esther Solorzano	Safety on the Set	\$500 (4-Hour Workshop)
Pam Bouvier	Industry Day Lecture	\$250 (2-Hour Workshop)
Justin Shertick	Grip ology	\$250 (2-Hour Workshop)
Kat Dillon	Production/Director	\$250 (2-Hour Workshop)
John Moio	Stunts for Film	\$250 (2-Hour Workshop)
Kurt Gauger	Props & Practical Effects	\$250 (2-Hour Workshop)
David Wollock	Reality Television	\$250 (2-Hour Workshop)
George Fisher	Stunts for Film	\$250 (2-Hour Workshop)
Monica Daniel	Work as an Assistant Editor	\$250 (2-Hour Workshop)

**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: **November 15, 2017**

**Agenda Item No. 14**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Dr. Frank Mixson  
Developmental Education Coordinator

\_\_\_\_\_  
Shawna Baskette  
Dean of Academic Success

<b>SUBJECT:</b> <b>Consideration of Approval of BSI-Funded Stipends for AIME Basic Skills Initiative for Fall 2017</b>
--

**ACTION**

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

**FISCAL IMPACT**

General funds will not be used for these stipends. Basic Skills Initiative funds will be utilized.

**REPORT SUMMARY**

The College Committee on Developmental Education will sponsor several projects that support the action plan developed in response to the California Basic Skills Initiative. During the Fall 2017 semester, faculty are coordinating their efforts to monitor and report on student enrollment and progress in the AIME program. This coordination will provide information to better serve the needs of the basic skills math and English students.

Upon completion of the work, the following faculty will be eligible for stipends not to exceed the amounts listed:

Bart Andreacchi	\$500
Michelle Fagundes	\$750
Jennifer Calisher	\$500
Angela Cho	\$500
Mark Huga	\$500
Tom Lewandowski	\$500
Manuel Lopez	\$500
Ian McCance	\$500
Matthew Monetegary	\$500
Maneul Morales	\$500
Henry Phan	\$500
<b>Total:</b>	<b>\$5,750</b>

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Dr. Nick Real  
Instructional Dean, Technology

**SUBJECT: Consideration of Approval of Strong Workforce Stipend for Automotive Technology Faculty**

**ACTION**

It is recommended that the Board of Trustees approve a stipend for Automotive Technology faculty for the 2017-2018 academic year.

**FISCAL IMPACT**

Strong Workforce Program funds in the amount of \$2,400 (3 classes, \$800 per class) will be utilized for this expenditure. No district general funds will be used.

**REPORT SUMMARY**

As part of the effort to improve the Automotive Technology program, the Technology Division has been awarded Strong Workforce funding to hold a series of classes in ASE (Automotive Service Excellence), conducted by Automotive Technology faculty during the 2017-2018 academic year. These will be scheduled on an “as needed” basis.

<b>Name</b>	<b>Department</b>	<b>Amount</b>
Rick Vasilik	Automotive Technology	\$2,400 (3 classes, \$800 per class)

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Colleen McKinley  
Director of Educational Partnerships  
and Programs

<b>SUBJECT:      Consideration of Approval of Learning Community Faculty Stipends</b>
---

**ACTION**

It is recommended that the Board of Trustees approve individual stipends totaling \$5,400 for faculty teaching in Learning Communities during the Fall 2017 semester.

**FISCAL IMPACT**

Funds from the Learning Community Program budget will be utilized for this expenditure.

**REPORT SUMMARY**

Learning communities involve the intentional creation of class pairs or clusters around a common theme, public issue, or question. The same group of students is co-enrolled in two or more courses, usually from different disciplines. Students enroll in both courses will receive a separate grade for each one. Faculty create relevant integrated assignments that encourage students to gain a deeper understanding of each course and make connections between the courses. Faculty engage students in their own learning, as well as provide them with valuable “real-world” skills. Faculty are eligible for a stipend for creation of a Learning Communities integrative assignment, a minimum of 10 hours of collaborative meetings, and communications with their Learning Communities teaching team during the semester and submission of 2 samples of student work from their Learning Communities interdisciplinary/integrated student assignment.

The following participants are to receive stipends:

Bello-Gardner, Sylvia	\$300
Beyene, Aemiro	\$300
Breit, Craig	\$300
Cagnolatti, Damon	\$300
Crum, Anjanette	\$300
Fagundes, Michelle	\$300
Gillotte, Christopher	\$300
Haas, John	\$300
Hill, Shelia	\$300
Manzo, Berenice	\$300

Mitchell, Valencia	\$300
Nguimdjou, Emmanuel	\$300
Orr, Alyesse	\$300
Pereira, Paula	\$300
Romero, Gustavo	\$300
Taibjee, Sukena	\$300
Sartin, Natalie	\$300
Torres-Bower, Ana	\$300
<b>Total:</b>	<b>\$5,400</b>

**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: **November 15, 2017**

**Agenda Item No. 17**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Sandy Marks  
Instructional Dean, Health Occupations

\_\_\_\_\_  
Ann Voorhies  
Director, Nursing Program

<p><b>SUBJECT:           Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #17-200-002 for Fall 2017</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7,200 to nursing faculty members for work which will be performed August 14, 2017 through December 15, 2017 as stipulated in and funded by the RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant

**FISCAL IMPACT**

The RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

**REPORT SUMMARY**

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

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

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

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

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

- Kelli Brooks \$3,000

Simulation Specialist scenarios at \$60/hour performed by:

- Jim Robbins \$1,200 (20 hours)

Faculty Workshops at \$75/hour performed by:

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

### **NOTICING REQUIREMENTS**

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

### **ATTACHMENT(S)**

None

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 18**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Dr. Nick Real  
Instructional Dean, Technology

**SUBJECT:        Consideration of Approval of Strong Workforce Stipends for Faculty**

**ACTION**

It is recommended that the Board of Trustees approve stipends for faculty for the 2016-2017 and 2017-2018 academic years (January 2017 – September 2018).

**FISCAL IMPACT**

Strong Workforce Program funds in the amount of \$4,400 will be utilized for this expenditure. No district general funds will be used.

**REPORT SUMMARY**

As part of the effort to improve Career Technical Education Programs, the CTE Office was allocated Strong Workforce funding to improve Career Technical Education Programs across CTE TOP Codes. As part of the funding, faculty were required to submit applications, participate in technical review of their programs, create new curriculum as needed, update outdated curriculum as needed, research, install, and learn to operate new equipment to meet industry standards, attend workshops, conferences and disseminate the information to other faculty, and complete a final report, including program outcomes. The faculty listed below will receive stipends when their individual projects are completed.

<b>Name</b>	<b>Department</b>	<b>Amount</b>
Dani Carroll	Dental Hygiene	\$1,500
Mercedes Luna	Athletics/Fitness	\$2,900

**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: **November 15, 2017**

**Agenda Item No. 19**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

\_\_\_\_\_  
Graciela Vasquez  
Associate Dean  
Adult Education & Diversity Programs

<b>SUBJECT:</b> <b>Consideration of Approval of Stipends for Strong Workforce Regional Project</b>
--

**ACTION**

It is recommended that the Board of Trustees approve payment of stipends for the faculty participation and program development with the Strong Workforce Regional project in the amount of \$5,500.

**FISCAL IMPACT**

Categorical funds will be used.

**REPORT SUMMARY**

As part of the regional Strong Workforce initiative, the Cerritos College noncredit program is a funded partner to provide basic skills and educational training support to credit CTE programs at the college. Faculty are required to meet and train with other community colleges to assess regional needs with the outcome of developing noncredit basic skills and/or CTE programs that address student needs. Faculty Lead Gabriela Barrera de Contreras will be required to participate in regional meetings, provide technical assistance and feedback to the regional group, facilitate campus meetings with noncredit and credit faculty, and develop noncredit curriculum and programs as identified for a stipend of \$2,500 (50 hours). Additional faculty will be needed to participate in the process of program feedback and assist with curriculum development for a stipend of \$750 each (15 hours).

The following instructors are to receive stipends for the Strong Workforce Regional project:

Gabriela Barrera de Contreras (Lead)	\$2,500
Edgar Maris	\$750
Norberto Nuñez	\$750
Martha Robles	\$750
Israel Rosales	\$750
<b>Total:</b>	<b>\$5,500</b>

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None

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

**REVIEWED BY:** \_\_\_\_\_  
Rick Miranda  
Vice President, Academic Affairs  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Colleen McKinley  
Director of Educational Partnerships  
and Programs

<b>SUBJECT:        Consideration of Approval of Teacher Preparation Pipeline Grant (TPP) Faculty Stipends</b>
---

**ACTION**

It is recommended that the Board of Trustees approve individual stipends totaling \$3,400 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the fall 2017 semester.

**FISCAL IMPACT**

Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No general funds will be used.

**REPORT SUMMARY**

Cerritos College has received funding in the amount of \$240,000 from the California Community College Chancellor's Office to continue development, enhancement, and refinement of the career technical education teacher pathway program with an emphasis on mathematics and science preparation. The funds from the Teacher Preparation Pipeline Grant are designated to develop teacher pathways and curriculum, establish student development activities, provide individualized counseling services, develop program marketing and recruitment materials/activities, develop support structures and partnerships, and provide staff development opportunities for faculty.

As stipulated and funded by the Grant, the tasks and activities described below will be carried out as follows:

TPP Professional Development Faculty Inquiry Group (FIG):

- Faculty will participate in a Faculty Inquiry Group (FIG) to provide curriculum alignment
- Faculty participate in collaboration with the other members of the FIG faculty, to more deeply explore methodologies used to implement and convey the common core standards to both students and future teachers

TPP Faculty Mentors:

- Mentor teaching interns during the length of a semester in the areas of teaching strategies, methodologies, and contextualization
- Meet with students to discuss classroom observations and hands-on experience
- Mentor High School Teachers on creating portfolios and articulating their education course.

The following participants are to receive stipends:

Beck, Angela	\$500
Cortez, Daniela	\$300
Foral, Jason	\$500
Mariana, Ilva	\$300
Morales, Manuel	\$300
Pacheco, Rupert	\$500
Perkins, Dave	\$500
Tait, Mark	\$500
<b>Total:</b>	<b>\$3,400</b>

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None

**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

<b>SUBJECT:      Consideration of Approval of Bid No. 17P007, Parking Lot Phase 2</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P007, Parking Lot Phase 2 to Pave West, Inc. of La Habra, California, as the lowest responsive, responsible bidder in the amount of \$2,312,964, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

**FISCAL IMPACT**

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is \$2,312,964. Funding for this project will be allocated from the GO Bond.

**REPORT SUMMARY**

On September 19, 2017 and September 26, 2017, Cerritos College advertised the release of Bid No. 17P007 for the Parking Lot Phase 2 project. In addition to advertisement in a local area publication, all Class A, Class B, and Class C-12 prequalified contractors were invited to provide a bid for the project; a total of thirty-one contractors were contacted for this project. The project includes, but is not limited to, removal of existing wheel stops and asphalt, cement treating the existing base materials, providing new asphalt, and providing new striping and wheel stops in Parking Lots 1B-1E, 7, 9, and 10.

The bid had a bid due date of October 10, 2017. This project was bid as a single-prime project; the project required that contractors have a valid Class A, Class B, or Class C-12 contractors' license. The construction cost estimate for the work was approximately \$3,000,000.

Attendance was mandatory at one of the two pre-bid conference meeting and job walks scheduled on September 29, 2017 and October 3, 2017. A combined attendance total of nine contractors attended one of the two pre-bid conference and job walk meetings on September 29, 2017 and October 3, 2017.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. One contractor submitted a bid for the project.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Pave West, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Bid Results for Bid No. 17P007, Parking Lot Phase 2  
Designated Subcontractors Summary – Pave West, Inc.  
Draft Contract Agreement for Bid No. 17P007 – Pave West, Inc.

Cerritos Community College District

Bid No. 17P007

Project: Parking Lot Phase 2

Bid Opening Results

Bid Due Date: October 10, 2017; 2:00 pm

	Pave West, Inc. La Habra, California	
Base Bid Amount	\$	2,112,964.00
Allowance Amount	\$	200,000.00
<b>TOTAL BASE BID AMOUNT</b>	<b>\$</b>	<b>2,312,964.00</b>
DELTA FROM LOWEST BID		

**Cerritos Community College District**  
**Bid No. 17P007**  
**Project: Parking Lot Phase 2**  
**Designated Subcontractors Summary**

<b>Pave West, Inc.</b>						
<b>La Habra, CA</b>						
<b>Subcontractor Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>Portion of Work</b>	<b>Bid Amount</b>
Cindy Trump, Inc. dba Lindy's Cold Planing	PO Box 385	La Habra	CA	90631	Cement Treat	\$ 432,717.00
Falcon Striping	260 Glider Circle	Corona	CA	92880	Striping	\$ 86,435.00



**PROJECT: Parking Lot Phase 2 / BID NO.: 17P007**

**DATE OF CONTRACT: November 17, 2017 / CONTRACT NO.: 17P007**

**DOLLAR VALUE: \$ 2,312,964.00**

**LIQUIDATED DAMAGES: \$2,500 per day**

**CONTRACTOR: Pave West, Inc.**

**TERM: 25 Calendar days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Pave West, Inc.**

**Address: 401 S. Harbor Blvd., #F-385, La Habra, CA 90631**

**Phone: 562-694-3113**

**Fax: 562-694-6263**

## AGREEMENT FORM

This Agreement is made and entered into this **17<sup>th</sup> day of November, 2017**, by and between the **Cerritos Community College District** ("District") and **Pave West, 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:     **17P007, Parking Lot Phase 2**

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 **TWENTY-FIVE (25)** 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 Class A 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:

**Two Million Three Hundred Twelve Thousand Nine Hundred Sixty-Four and 00/100 Dollars**

**(\$ 2,312,964.00),**

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

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

**CONTRACTOR**

PAVE WEST, INC.

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

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

Print Name: Don Mangan \_\_\_\_\_

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

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

Title: Vice President of Business Services \_\_\_\_\_

Print Name: Felipe R. Lopez \_\_\_\_\_

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

END OF DOCUMENT

DRAFT

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 22**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 13P032, Category 02), Fata Construction and Development, Fine Arts-CIS/Math Building</b></p>
---

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of \$8,828 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The deductive amount from Change Order No. 2 will be \$8,828, decreasing the total contract amount to \$981,249. Along with the monetary decrease, the change order also provides for an additional 40 working days to the term. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Fata Construction and Development of Riverside, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 02 of this project represents the Demolition & Abatement/Grading/Paving element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 2 is \$8,828. The original contract amount approved by the Board was \$943,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to a deductive credit issued as the result of omitting the abatement and demolition of the exterior porcelain enamel panels scope of work to allow for the work to be performed by a separate contractor. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	2	November 15, 2017	(\$8,828)	4.1%
	1	July 19, 2017	\$47,077	5.0%

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

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

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Change Order No. 2 to Contract No. 13P032-02 (Fine Arts Building portion) – Fata Construction and Development

Change Order No. 1 to Contract No. 13P032-02 (Fine Arts Building portion) – Fata Construction and Development

Contract No. 13P032-02 – Fata Construction and Development

Project: Cerritos College  
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-02

To: Fata Construction and Development  
20647 Brana Road  
Riverside, CA 92508  
Phone: 951-786-8126  
Fax: 951-780-8071

Date: June 13, 2017

Board Action: (Ratification)

---

**SUMMARY OF CHANGES:**

**Item 2.01**

Building: Old Fine Arts  
Description: Omit the scope of work to abate and demolish the exterior porcelain enamel panels (FWD # 413).  
Reason: Per agreement between Fata Construction and the District.  
Benefit: Allow for the abatement of these panels to be done by a separate contractor.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Deductive Credit

Change Amount: ..... \$(8,828.00)

Time Extension: .....40 Work days

**SUMMARY OF COST:**

TOTAL OF THIS CHANGE ORDER\* ..... \$(8,828.00)  
TOTAL ADDITIONAL WORKING DAYS\* ..... Days: 40

**CONTRACT SUMMARY:**

Original Contract Amount	\$	943,000.00
Net change by previous Change Orders	\$	47,077.00
Net sum prior to this Change Order	\$	990,077.00
Amount of this Change Order	\$	(8,828.00)
New Contract Sum*	\$	981,249.00

Percentage of Change to Contract 4.1%

Current/Updated Final Completion Date\* August 24, 2017

\*The Contract Sum, including any additional funds and or time, represent and include all additional direct costs, costs for added time and allowable markups for overhead and profit, insurances and bonds.

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

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

**Requested By:**

**Approved By:**

 07-07-2017

(SIGNATURE & DATE)

FATA CONSTRUCTION AND DEVELOPMENT  
ANTOUN FATA  
OWNER  
20647 BRANA ROAD  
RIVERSIDE, CA 92508

(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE R. LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES /  
ASSISTANT SUPERINTENDENT

**Reviewed By:**

**Reviewed By:**

  
\_\_\_\_\_  
(SIGNATURE & DATE)

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

(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING &  
CONTRACT ADMINISTRATION

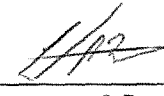
**Reviewed By:**

**Reviewed By:**

See Attached  
\_\_\_\_\_  
(SIGNATURE & DATE)

HPI ARCHITECTURE  
JULIA JONES  
ARCHITECT

(SIGNATURE & DATE)

 9/15/17  
\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

  
\_\_\_\_\_  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



Field Work Directive

3612 Mission Inn Avenue  
 Riverside, California 92501  
 951.684.5901 / 951.684.0725 - fax

**Cerritos | Fine Arts & CIS Math Bldgs**      **Project # 14-017/14-018**      **Tilden-Coil Constructors, Inc.**  
 11110 Alondra Blvd - Norwalk, CA 90650      Tel: (562) 860-2451 Fax: (562) 853-7868

**Number: 413**      **Date: 6/13/2017**

**To:** Fata Construction and Development      **From:** Tilden-Coil Constructors, Inc.  
 Antoun Fata      David Buted  
 20647 Brana Road      11110 Alondra Blvd  
 Riverside, CA 92508      Norwalk, CA 90650

Subject	Type	Reason
Old Fine Arts - Deletion of Abatement & Demolition of Exterior Porcelain Enamel Panels	Cost Control Item	Change Order


Location	Reference	Not To Exceed Cost
Cerritos College	Contract No. 13P032-02	(8,828)


**Description**

Pursuant to Document 00 72 13 General Conditions, Article 17.4.1, this Field Work Directive serves as a Construction Change Directive to omit the scope of work to abate and demolish the exterior porcelain enamel panels located along the perimeter of the Old Fine Arts building upon the following terms agreed upon between Fata Construction (FC) and the District:

1. The contract scope of work related to these panels is not to be provided by FC and is deleted from the Contract.
2. Completion of the deleted scope is to be by a separate contractor to District.
3. FC's remaining scope of work is suspended from June 2, 2017 to July 31, 2017 while the deleted scope is completed by a separate contractor; resumption of FC's work will be by notice from Tilden-Coil Constructors, Inc. (TCC) to FC.
4. If the District is not able to authorize FC to recommence work by July 31, 2017, Fata reserves rights to assert a claim for costs associated with suspension after July 31, 2017 to the actual date work is allowed to be resumed.
5. FC is to resume work when directed/authorized by TCC; work resumption will be in accordance with TCC schedule and may be prior to a separate contractor completing all of the deleted scope.
6. FC waives their right for any costs associated with the suspension of work related to the deleted scope, except as set forth in item 4 above.
7. The District waives their rights for any liquidated damages during the suspension of work related to the deleted scope.
8. FC accepts the credit to the District in the amount of \$(8,828.00).
9. The deleted scope and credit adjustment are to be reflected in a Change Order to be issued by the District.

Directed by:

      6/13/17  
 (signature)      (signed date)  
 Tilden-Coil Constructors, Inc.  
 Construction Manager  
 Cerritos Community College District

      06.15.17  
 (signature)      (signed date)  
 HPI Architecture  
 Architect of Record

Received and Accepted by:

      07-07-2017  
 (signature)      (signed date)  
 Antoun Fata  
 Fata Construction and Development

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

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

Requested By:

Approved By:

*A. ls.* 07-07-2017

(SIGNATURE & DATE)

FATA CONSTRUCTION AND DEVELOPMENT  
ANTOUN FATA  
OWNER  
20647 BRANA ROAD  
RIVERSIDE, CA 92508

(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE R. LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES /  
ASSISTANT SUPERINTENDENT

Reviewed By:

Reviewed By:

(SIGNATURE & DATE)

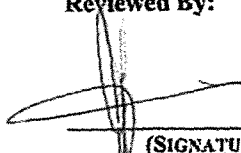
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT &  
CONSTRUCTION SERVICES

(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING &  
CONTRACT ADMINISTRATION

Reviewed By:

Reviewed By:

 09.13.17

(SIGNATURE & DATE)

HPI ARCHITECTURE  
JULIA JONES  
ARCHITECT

 9/15/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Cerritos College  
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-02

To: Fata Construction and Development  
20647 Brana Road  
Riverside, CA 92508  
Phone: 951-786-8126  
Fax: 951-780-8071

Date: April 19, 2017

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Fine Arts  
Description: Disposal of existing asbestos pipe (Fata [Fata Construction and Development] COR # 34R).  
Reason: An existing unforeseen asbestos irrigation pipe was previously encountered, removed and set aside by the plumbing contractor as to be properly disposed of during the future abatement portion of work. This is for the proper disposal by others.  
Benefit: Proper disposal of this material during the abatement of portion of the project in lieu of a special trip to dispose of.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$1,478.00

Time Extension: .....0 Work days

**Item 1.02**

Building: Fine Arts  
Description: Abatement of existing asbestos flooring found underneath existing wall framing in the southwest building of the Old Fine Arts building complex (Fata COR # 40R).  
Reason: Upon demolition starting in this building area, existing asbestos flooring was found to remain underneath existing wall framing whereas it was previously removed from a given room.  
Benefit: Proper disposal of this material as to allow for the advancement of demolition in this building area.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$11,000.00

Time Extension: .....3 Work days

**Item 1.03**

Building: Fine Arts  
Description: Abatement of existing asbestos flooring found underneath existing casework/cabinetry in the southwest building of the Old Fine Arts building complex (Fata COR # 41R).  
Reason: Upon demolition starting in this building area, existing asbestos flooring was found to remain underneath existing casework/cabinetry whereas it was previously removed from a given room.  
Benefit: Proper disposal of this material as to allow for the advancement of demolition in this building area.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$3,130.00

Time Extension: .....1 Work days

**Item 1.04**

Building: Fine Arts  
Description: Abatement of existing asbestos flooring found underneath existing wall framing in the southeast and northwest buildings of the Old Fine Arts building complex (Fata COR # 47 and similar to CO No. 01, Item No. 1.02).  
Reason: Upon demolition starting in these building areas, existing asbestos flooring was found to remain underneath existing wall framing whereas it was previously removed from a given room.  
Benefit: Proper disposal of this material as to allow for the advancement of demolition in these building areas.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$20,000.00

Time Extension: .....6 Work days

**Item 1.05**

Building: Fine Arts  
Description: Abatement of existing asbestos flooring found underneath existing casework/cabinetry in the remaining buildings of the Old Fine Arts building complex (Fata COR # 48 and similar to CO No. 01, Item No. 1.03).  
Reason: Upon demolition starting in these building areas, existing asbestos flooring was found to remain underneath existing casework/cabinetry whereas it was previously removed from a given room.  
Benefit: Proper disposal of this material as to allow for the advancement of demolition in these building areas.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$11,469.00

Time Extension: .....2 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER** ..... **\$47,077.00**  
**TOTAL ADDITIONAL WORKING DAYS** ..... **Days: 12**

**CONTRACT SUMMARY:**

Original Contract Amount	\$	943,000.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	943,000.00
Amount of Change Order No. 01	\$	47,077.00
New Contract Sum	\$	990,077.00
Percentage of Change to Contract		5.0%


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

This Change Order is hereby executed on behalf of the Board of Trustees on  
19th of July, 2017


**Requested By:**

 4-20-17  
(SIGNATURE & DATE)  
**FATA CONSTRUCTION AND DEVELOPMENT**  
ANTOUN FATA  
OWNER  
20647 BRANA ROAD  
RIVERSIDE, CA 92508


**Approved By:**

 7/27/2017  
(SIGNATURE & DATE)  
**CERRITOS COLLEGE**  
FELIPE R. LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES /  
ASSISTANT SUPERINTENDENT

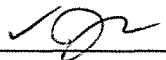
**Reviewed By:**

 6/9/2017  
(SIGNATURE & DATE)  
**CERRITOS COLLEGE**  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT &  
CONSTRUCTION SERVICES

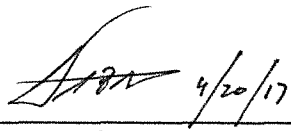
**Reviewed By:**

 6-21-17  
(SIGNATURE & DATE)  
**CERRITOS COLLEGE**  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING &  
CONTRACT ADMINISTRATION


**Reviewed By:**

see attached   
(SIGNATURE & DATE)  
**HPI ARCHITECTURE**  
JULIA JONES  
ARCHITECT

**Reviewed By:**

 4/20/17  
(SIGNATURE & DATE)  
**TILDEN-COIL CONSTRUCTORS, INC.**  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

 6/09/17  
(SIGNATURE & DATE)  
**TILDEN-COIL CONSTRUCTORS, INC.**  
JIMMY RIORDAN  
PROGRAM MANAGER

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

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

**Requested By:**

 11-20-17

(SIGNATURE & DATE)

FATA CONSTRUCTION AND DEVELOPMENT  
ANTOUN FATA  
OWNER  
20647 BRANA ROAD  
RIVERSIDE, CA 92508

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE R. LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES /  
ASSISTANT SUPERINTENDENT

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)

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

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING &  
CONTRACT ADMINISTRATION

**Reviewed By:**

 06.09.17  
\_\_\_\_\_  
(SIGNATURE & DATE)

HPI ARCHITECTURE  
JULIA JONES  
ARCHITECT

**Reviewed By:**

 9/20/17  
\_\_\_\_\_  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

 06/09/17  
\_\_\_\_\_  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



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

**DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-02**

**BID CATEGORY: 02, Demolition & Abatement/Grading/Asphalt Paving**

**DOLLAR VALUE: \$943,000.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Fata Construction & Development**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Fata Construction & Development**

**Address: 20647 Brana Road, Riverside, CA 92508**

**Phone: 951-786-8126**

**Fax: 951-780-8071**

## AGREEMENT

This Agreement is made and entered into this **2<sup>nd</sup> day of October, 2014**, by and between the **Cerritos Community College District** ("District") and **Fata Construction and Development** ("Contractor") ("Agreement").

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**  
**Category 02, Demolition & Abatement/Grading/Asphalt Paving**  
("Project")

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

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

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

Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Nine Hundred Forty-Three Thousand and 00/100 Dollars**

**(\$ 943,000.00),**

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

**Fine Arts:**

Four-Hundred, Twenty-Five Thousand Dollars	<b>\$425,000.00</b>
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**CIS/Math:**

Five-Hundred, Eighteen Thousand Dollars	<b>\$518,000.00</b>
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in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to

additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

**CONTRACTOR**

FATA CONSTRUCTION AND DEVELOPMENT

By: 

Title: Owner

Print Name: Antoun Fata

**DISTRICT**

CERRITOS COMMUNITY COLLEGE  
DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



# Cerritos College

## AMENDMENT NO. 01

To

### CONTRACT NO. 13P032-02

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Fata Construction & Development** with its principal place of business at 20647 Brana Road, Riverside, CA 92508 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

#### **RECITALS**

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 02** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

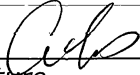
To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

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

**CONTRACTOR:**  
**Fata Construction & Development**

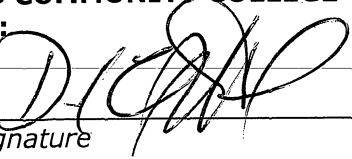
**CERRITOS COMMUNITY COLLEGE**  
**DISTRICT:**

By:

  
\_\_\_\_\_  
Signature

Antoun Fata, Owner  
Typed or Printed Name, & Title

By:

  
\_\_\_\_\_  
Signature

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

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 23**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 13P032, Category 03), Preferred Landscape, Inc., Fine Arts-CIS/Math Building</b></p>
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**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of \$44,803 for the Fine Arts-CIS/Math Building project.

**FISCAL IMPACT**

The amount from Change Order No. 1 will be \$44,803, increasing the total contract amount to \$534,790. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On October 1, 2014, the Board awarded a contract to Preferred Landscape, Inc. of Artesia, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 03 of this project represents the Landscaping 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 \$44,803. The original contract amount approved by the Board was \$534,790. 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 furnishing additional landscaping mulch along the southeast and southwest sides of the CIS/Math Building for aesthetic purposes. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	1	November 15, 2017	\$44,803	8.4%

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. 13P032-03 (CIS/Math Building portion) – Preferred Landscape, Inc.  
 Contract No. 13P032-03 – Preferred Landscape, Inc.

Project: Cerritos College  
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-03

To: Preferred Landscape, Inc.  
17032 Roseton Avenue  
Artesia, CA 90701  
Phone: 562-860-5020  
Fax: 562-809-4916

Date: September 08, 2017

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 1.01**

Building: Mathematics / CIS  
Description: Mulch installed in surrounding landscape.  
Reason: Upon review, it was requested to furnish additional landscaping mulch located along the southeast and southwest of the Mathematics/CIS building.  
Benefit: Ensured the surrounding landscape was aesthetically acceptable.  
Requested by: Owner / Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

Change Amount: ..... \$ 44,803.00

Time Extension: ..... 0 Work days

**SUMMARY OF COST:**

TOTAL OF THIS CHANGE ORDER..... \$44,803.00

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

**CONTRACT SUMMARY:**

Original Contract Amount	\$	534,790.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	534,790.00
Amount of Change Order No. 1	\$	44,803.00
New Contract Sum	\$	579,593.00
Percentage of Change to Contract		8.4%

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

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

**Requested By:**



(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:**

\_\_\_\_\_  
(SIGNATURE & DATE)

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

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**



(SIGNATURE & DATE)

HILL PARTNERSHIP, INC.  
JULIA JONES  
ARCHITECT

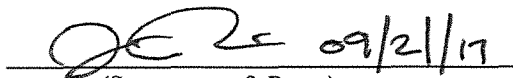
**Reviewed By:**

 9/13/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

 09/21/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Fine Arts & CIS Math  
Contractor: Preferred Landscape, Inc. - Contract 13P032-03

Change Order Number: 01  
Page 2 of 2

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

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

Requested By:

 9-12-17

(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:



(SIGNATURE & DATE)

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

Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

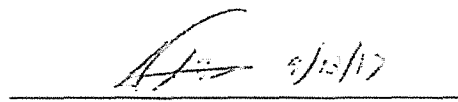
Reviewed By:

 9/15/17

(SIGNATURE & DATE)

HILL PARTNERSHIP, INC.  
JULIA JONES  
ARCHITECT

Reviewed By:

 9/15/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

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



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

**DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-03**

**BID CATEGORY: 03, Landscaping**

**DOLLAR VALUE: \$534,790.00**

**LIQUIDATED DAMAGES: \$2,500.00 per day**

**CONTRACTOR: Preferred Landscape, Inc.**

**TERM: 738 Calendar Days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Preferred Landscape, Inc.**

**Address: 17032 Roseton Avenue, Artesia, CA 90707**

**Phone: 562-860-5020**

**Fax: 562-809-4916**

## AGREEMENT

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

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

PROJECT: **13P032, Fine Arts-CIS/Math Building**  
**Category 03, Landscaping**  
("Project")

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

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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.
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- 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.
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- 14. [Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]
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**Five-Hundred Thirty-Four Thousand Seven Hundred, Ninety and 00/100 Dollars**

**(\$ 534,790.00),**

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

**Fine Arts:**

Three-Hundred, Eighty-Two Thousand, Two-Hundred, Sixty-One Dollars	<b>\$382,261.00</b>
--	---------------------

**CIS/Math:**

One-Hundred, Fifty-Two Thousand, Five-Hundred, Twenty-Nine Dollars	<b>\$152,529.00</b>
--	---------------------

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

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

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

**CONTRACTOR**

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Dr. David El Fattal

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

END OF DOCUMENT



# Cerritos College

## AMENDMENT NO. 01

To

### CONTRACT NO. 13P032-03

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Preferred Landscape, Inc.** with its principal place of business at 17032 Roseton Avenue, Artesia, CA 90701 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

#### **RECITALS**

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032), **Category 03** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

**CONTRACTOR:**  
**Preferred Landscape, Inc.**

By: Mark Rose  
*Signature*

Mark Rose, President  
*Typed or Printed Name, & Title*

**CERRITOS COMMUNITY COLLEGE**  
**DISTRICT:**

By: DR. DAVID EL FATTAL  
*Signature*

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

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

Meeting Date: **November 15, 2017**  
**Agenda Item No. 24**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 1 [Unforeseen Conditions] in the amount of \$35,577.14 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 1 will be \$35,577.14, increasing the contract amount to \$1,130,477.14. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Southern California Grading, Inc. of Irvine, 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 01 represents the Demolition/Grading & Paving 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 \$35,577.14. The original contract amount approved by the Board was \$1,094,900. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the removal of 1,200 linear feet of transite pipe and 207 feet of concrete embankments located within the footprint of Building A and B of the new Health and Wellness Complex in order to drill the concrete piles to support the buildings. The existing gas line of the east side of the area required abatement as there was a mastic material on the pipe. These conditions were unforeseen. 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.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	1	November 15, 2017	\$35,577.14	3.25%

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

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

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Change Order No. 1 to Contract No. 16P006-01 – Southern California Grading, Inc.  
 Contract No. 16P006-01 – Southern California Grading, Inc.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Southern California Grading,  
 16291 Construction Circle East  
 Irvine, CA 92606

**Date:** November 24, 2017

**Prime Change Order No:** 001

**Contract No:** 16P006-01

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Health Wellness Complex

**Description:** There was an additional 1,200LF of unforeseen transit lines (water, irrigation, gas) and 207 ft of concrete embankments found throughout the job.

**Reason:** The unforeseen transite pipe and concrete embankments were located within the footprint of building A and B and in order to drill the concrete piles the lines needed to be removed. The existing gas line on the East side of the property was originally shown to be demo however it had a mastic material on the pipe need to be abated.

**Benefit:** The transite pipe had to be removed in order to drill the concrete pile that support the building.

**Request By:** Owner

**CO Type:**

**Change Amount:** ..... \$35,577.14

**Time Extension:** ..... 0 Work Days

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$35,577.14</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$1,094,900.00
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:	\$1,094,900.00
Amount of Change Order No. 001	\$35,577.14
New Contract Sum:	\$1,130,477.14
Percentage of Change to Contract:	3.25 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Southern California Grading,

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC01-SOU

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:**

  
Steve Toth Signature & Date 10/10/17

**Southern California Grading, Inc.**  
Joseph Khader  
16291 Construction Circle East  
Irvine, CA 92606

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 10/18/2017

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

**Reviewed By:**

  
Signature & Date 10-23-17

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

**Reviewed By: John Messner**

  
Signature & Date 10/10/17

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

  
Signature & Date 10/10/17

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 10/23/17

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager

@ 1807-16189



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

**DATE OF CONTRACT:** March 3, 2017 / **CONTRACT NO.:** 16P006-01

**BID CATEGORY:** 01, Demolition/Grading & Paving

**DOLLAR VALUE:** \$ 1,094,900.00

**LIQUIDATED DAMAGES:** \$ 2,500 per day

**CONTRACTOR:** Southern California Grading, Inc.

**TERM:** 1,132 Calendar days

**TIME FOR COMPLETION:** \_\_\_\_\_

**Southern California Grading, Inc.**

**Address:** 16291 Construction Circle East, Suite A, Irvine, CA 92606  
**Phone:** 949-551-6655  
**Fax:** 949-551-4237

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Southern California Grading, 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:     **16P006, Health and Wellness Complex**  
                  **Category 01, Demolition/Grading & Paving**

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

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

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

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

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

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

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

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

**One Million Ninety Four Thousand Nine Hundred and 00/100 Dollars**

**(\$ 1,094,900.00),**

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**

SOUTHERN CALIFORNIA GRADING, INC.

By: 

Title: President

Print Name: Kurt Cutler

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

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

END OF DOCUMENT

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

Meeting Date: **November 15, 2017**  
**Agenda Item No. 25**

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

**REVIEWED BY:** \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 13P032,                          Category 12, Fine Arts-CIS/Math Building</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Southcoast Acoustical Interiors, Inc. of Fontana, California for the Fine Arts-CIS/Math Building, Category 12 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$886,483 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Southcoast Acoustical Interiors, Inc. on October 1, 2014. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on February 15, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Notice of Completion Recording – Southcoast Acoustical Interiors, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Fine Arts-CIS/Math Building, Bid No. 13P032, Category 12** contract for the doing of which was heretofore entered into on the **1<sup>st</sup> of October, 2014** which contract was made with **Southcoast Acoustical Interiors, Inc.**, contract number **13P032-12**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of November, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Ohio Casualty Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

Date: \_\_\_\_\_

Place of Execution:     Norwalk, California

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 26**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 13P032, Category 17, Fine Arts-CIS/Math Building</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Liberty Climate Control, Inc. of South El Monte, California for the Fine Arts-CIS/Math Building, Category 17 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$3,555,949 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Liberty Climate Control, Inc. on October 1, 2014. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on February 15, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Notice of Completion Recording – Liberty Climate Control, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Fine Arts-CIS/Math Building, Bid No. 13P032, Category 17** contract for the doing of which was heretofore entered into on the **1<sup>st</sup> of October, 2014** which contract was made with **Liberty Climate Control, Inc.**, contract number **13P032-17**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of November, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Merchants Bonding Company (Mutual)**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

Date: \_\_\_\_\_

Place of Execution:     Norwalk, California

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 27**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 14P006, Category 05, Fine Arts-CIS/Math Building</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Fine Arts-CIS/Math Building, Category 05 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$5,236,821 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Anderson Charnesky Structural Steel, Inc. on December 10, 2014. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on February 15, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Notice of Completion Recording – Anderson Charnesky Structrural Steel, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Fine Arts-CIS/Math Building, Bid No. 14P006, Category 05** contract for the doing of which was heretofore entered into on the **10<sup>th</sup> of December, 2014** which contract was made with **Anderson Charnesky Structural Steel, Inc.**, contract number **14P006-05**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of November, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Philadelphia Indemnity Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

Date: \_\_\_\_\_

Place of Execution:     Norwalk, California

**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

<b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 14P006, Category 10, Fine Arts-CIS/Math Building</b>
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**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Golden Glass, Inc. of Fullerton, California for the Fine Arts-CIS/Math Building, Category 10 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$2,256,905 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Golden Glass, Inc. on December 10, 2014. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on February 15, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Notice of Completion Recording – Golden Glass, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Fine Arts-CIS/Math Building, Bid No. 14P006, Category 10** contract for the doing of which was heretofore entered into on the **10<sup>th</sup> of December, 2014** which contract was made with **Golden Glass, Inc.**, contract number **14P006-10**, as contractor; that said improvements were completed on the **15<sup>th</sup> of February, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of November, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Old Republic Surety Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

Date: \_\_\_\_\_

Place of Execution: Norwalk, California

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 29**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 16P004, Category 01, Campus Fiber Upgrade</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for RDM Electric Co., Inc. of Chino, California for the Campus Fiber Upgrade, Category 01 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$199,971 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to RDM Electric Co., Inc. on December 7, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on April 14, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Notice of Completion Recording – RDM Electric Co., Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Campus Fiber Upgrade, Bid No. 16P004, Category 01** contract for the doing of which was heretofore entered into on the **7<sup>th</sup> of December, 2016** which contract was made with **RDM Electric Co., Inc.**, contract number **16P004-01**, as contractor; that said improvements were completed on the **14<sup>th</sup> of April, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of November, 2017**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Hanover Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

Date: \_\_\_\_\_

Place of Execution: Norwalk, California

**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 Gifts**

**ACTION**

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

**FISCAL IMPACT**

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

**REPORT SUMMARY**

The following items were received on August 14, 2017 and September 25, 2017.

**For Use in the Automotive Mechanical Repair Program**

- 2015 Subaru Impreza WRX (VIN: JF1VA1A61F9808671)
- 2016 Subaru WRX (VIN: JF1VA1B65G9816434)
- 2015 Subaru Impreza WRX (VIN: JF1VA1D60F8810025)

Donated by: Subaru of America, Inc.  
ATTN: Mrs. Rhonda Ingram  
PO Box 6000  
Cherry Hill, NJ 08034-6000

The combined estimated value of the above items is \$55,414.28.

**For Use in the Automotive Mechanical Repair Program**

- Hunter GSP9700 Road Force Tire Balancer

Donated by: George Chevrolet  
17000 Lakewood Blvd.  
Bellflower, CA 90706

The estimated value of the above item is \$4,500.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None.

**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

<b>SUBJECT:      Consideration of Approval of Sale of Surplus and Obsolete Materials/Equipment</b>
--

**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: NOVEMBER 15, 2017**

Qty	Description	CC#			Serial #s		
145 Each	HP Computers	43385	44174	44224	MXL1170LK2	MXL2150397	MXL21503BP
		44236	43379	43384	MXL21503FM	MXL1170LK1	MXL1170LH1
		43404	43388	44177	MXL1170LGQ	MXL1170LGK	MXL21503CV
		43397	42237	43377	MXL1170LGF	MXL215039R	MXL1170LKH
		40529	44172	44221	MXL21503DP	MXL21503B1	MXL21503D5
		43395	43386	43849	MXL1170LK3	MXL1170LKD	MXL202256C
		42957	43837	43994	MXL12807YG	MXL202255Y	MXL2180P7P
		44239	44222	36901	MXL215039S	MXL21503D0	2UB502081Q
		42934	42832	43995	MXL12807YR	MXL0511JW6	MXL2180P7L
		44359	44217	43341	MXL23313WZ	MXL21503DK	MXL1170LGS
		43401	44229	44227	MXL1170LGR	MXL215036H	MXL21503BJ
		43390	43403	44234	MXL1170LKJ	MXL1170LG9	MXL215039P
		43381	43398	44223	MXL1170LKG	MXL1170LKK	MXL21503D4
		44216	43389	44233	MXL21503FW	MXL1170LK5	MXL21503BN
		44232	44241	43382	MXL21503BG	MXL21503DQ	MXL1170LGB
		43380	40532	43496	MXL1170LGD	MXL21503G5	MXL1230VHB
		43474	43527	43988	MXL1230VJ1	MXL1381RMS	MXL2180GNV
		46227	40534	43476	MXL5041BLG	MXL1361D87	MXL1230VJ9
		43566	46774	42889	MXL1331G31	MXL542201H	MXL12429KH
		43571	43989	44034	MXL1331G2P	MXL2180GNT	MXL22200GG
		43582	42774	43522	2UA1291Q2P	MXL0511JX8	MXL1381RMM
		43727	42941	42235	MXL14112YX	MXL12807YF	MXL010086Q
		42861	42894	42872	MXL12429L8	MXL12429L6	MXL12429KQ
		42984	42220	44211	MXL12807Y3	MXL215030F	MXL215030B
		44183	44198	44210	MXL21503DN	MXL215036T	MXL21503B9
		44187	44208	44189	MXL21503F8	MXL215037B	MXL21503DF
		44186	44203	44191	MXL215036C	MXL2150391	MXL2150399
		44191	40530	44204	MXL21503FS	MXL2150397	MXL21503G3
		44181	43920	43928	MXL21503D3	MXL20716BC	MXL20716B8
		43915	43914	43930	MXL20716B4	MXL20716BG	MXL20716B9
		43916	43910	43931	MXL20716BT	MXL207169X	MXL20716BF
		43385	44174	44224	MXL1170LK2	MXL2150397	MXL21503BP
		43912	43934	42976	MXL20716BB	MXL20716BS	MXL1300FG6
		43917	44208	44187	MXL20716BK	MXL215037B	MXL21503F8
		44210	44198	44183	MXL21503B9	MXL215036T	MXL21503DN
		44211	44220	44184	MXL21503GB	MXL21503GF	MXL21503F3
		44209	42877	42961	MXL2150396	MXL12429KW	MXL1280725
		38894	38896	43022	2UA7480L23	2UA748L28	2UA038093Y
		42924	389902	38897	MXL1247WN	2UA7480LZC	2UA7480LZK
		43927	43909	43919	MXL20716BN	MXL20716B6	MXL20716BM
		43907	43933	43906	MXL20716BL	MXL20716BH	MXL207169Y
		43543	43922	43911	MXL20716BW	MXL20716BR	MXL20716B3
43923	43924	43932	MXL20716B7	MXL20716BP	MXL20716BV		
43926	43904	43903	MXL20716BJ	MXL207169W	MXL20716BQ		
43921	43918	43929	MXL20716B2	MXL207169Z	MXL20716BD		
43913	43908	40332	MXL20716B1	MXL20716B5	MXL2071DRV		
38161	35824	35827	MXL2022DLT	MXL2022DLY	MXL1451HVC		
40540	40338	42173	MXL1361D85	MXL2321DRX	MXL129100Q		
43820	43855	43855	MXL202256B	MXL202255K	MXL1331G2C		
43999			MXL2180P74				

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

**BOARD MEETING DATE: NOVEMBER 15, 2017**

Qty	Description	CC#			Serial #s		
16 Each	Laptops	37801 39660 39653 39708 39705 39659 39645	37758 39665 39664 39714 39706 39642	37819 39650 39710 37651 39644 39656	USE602N1D4 CNF8114PDH CNF8114PF0 CNU82910Q5 CNU82910R6 CNF8114PDF CNF8114PPF6	USE616N3V5 CNF8114ODV CNF8114PDS CNU82910P6 CNU82910Q3 CNF8114PDG	EA06JL7233 CNF8114ODZ CNF82910PG CNU7402VVP CNF8114PDY CNF8114DN
5 Each	Printers	41709 031768	41708 02488	41770	CNRXL48373 U56461H9J167565	CNRXC88480 JPFH000686	JPTLB68166
1 Each	Podium	N/A			N/A		
1 Each	Golf Cart Project with #11 Painted On Side	N/A			N/A		
1 Each	Vehicle Project – Black Shell	N/A			N/A		
1 Each	Boat Project Shell	N/A			N/A		
1 Each	Water Motorbike Shell	N/A			N/A		
1 Each	Injection Molding Machine	N/A			H14U026		
1 Each	2007 Ford Crown Victoria	39590			VIN: 2FAHP7IW57X115303		
1 Each	Large Blue Drop Box	40812			N/A		
3 Each	Luke II Permit Machines	46991			520014130349	50092020092	520014130281
1 Each	Sunwize Tech Solar Panel	N/A			S40P10068641		
1 Each	GE Mac 1200 12 Lead EKG Machine	FED 03532			101072284		
3 Pallets	Miscellaneous Computer Parts	N/A			N/A		

**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

<b>SUBJECT:</b> <b>Consideration of Approval of Purchase Orders for the Month of September 2017</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of September 2017.

**FISCAL IMPACT**

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

**REPORT SUMMARY**

This report of purchase orders processed during the month of September 2017 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

September 2017 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 10/07/2017

Run Time: 04:42:54AM

FY: 17-18

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

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

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/02/17	0000066040	C		09/01/2017	PLANIT SOLUTIONS, INC.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5810	0986000	17-18	1,275.00	
				09/02/2017			0000066040									1,275.00
09/05/17	0000066044	C		09/05/2017	OFFICE DEPOT/BUSINESS	LABORATORY SUPP/EQUIP	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	17-18	171.84	
				09/05/2017			0000066044									171.84
09/19/17	0000066047	A		09/19/2017	HOME DEPOT CREDIT SERVICES	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,191.69	
				09/19/2017			0000066047									1,191.69
09/01/17	0000066106	C		09/01/2017	WESTIN HOTEL, THE	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	191.30	
				09/01/2017			0000066106									191.30
09/01/17	0000066107	C		09/01/2017	COSMOPOLITAN OF LAS VEGAS, THE	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	17-18	680.28	
				09/01/2017			0000066107									680.28
09/01/17	0000066108	C		09/01/2017	HILTON SAN DIEGO BAYFRONT	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01300	01100	5210	6005000	17-18	606.45	
				09/01/2017			0000066108									606.45
09/01/17	0000066109	C		09/01/2017	HILTON SAN DIEGO BAYFRONT	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	17-18	606.45	
				09/01/2017			0000066109									606.45
09/01/17	0000066110	C		09/01/2017	HILTON SAN DIEGO BAYFRONT	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	17-18	606.45	
				09/01/2017			0000066110									606.45
09/01/17	0000066111	C		09/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	369.92	
							Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	148.95	

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

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 2

Run Date: 10/07/2017

Run Time: 04:42:54AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						09/01/2017	0000066111			BANK OF AMERICA						518.87
09/01/17	0000066112	C		09/01/2017	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	17-18	420.00	
						09/01/2017	0000066112			COMMUNITY COLLEGE LEAGUE of CALIFORNIA						420.00
09/01/17	0000066113	C		09/01/2017	CENTER FOR COMPUTER	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	250.00	
						09/01/2017	0000066113			CENTER FOR COMPUTER ASSISTED LEGAL INSTR						250.00
09/01/17	0000066114	C		09/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	17-18	180.00	
						09/01/2017	0000066114			BANK OF AMERICA						180.00
09/01/17	0000066115	C		09/01/2017	OMNI HOTELS & RESORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	605.82	
						09/01/2017	0000066115			OMNI HOTELS & RESORTS						605.82
09/01/17	0000066116	C		09/01/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	495.00	
						09/01/2017	0000066116			CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED						495.00
09/01/17	0000066117	C		09/01/2017	OMNI HOTELS & RESORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	605.82	
						09/01/2017	0000066117			OMNI HOTELS & RESORTS						605.82
09/01/17	0000066118	C		09/01/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	495.00	
						09/01/2017	0000066118			CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED						495.00
09/01/17	0000066119	C		09/01/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04700	70200	5210	6190000	17-18	495.00	
						09/01/2017	0000066119			CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED						495.00
09/01/17	0000066120	C		09/01/2017	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	360.74	

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

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 3

Run Date: 10/07/2017

Run Time: 04:42:54AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						09/01/2017	0000066120									360.74
09/01/17	0000066121	C		09/20/2017	BANK OF AMERICA	MISCELLANEOUS	Women's Studies	01.0	00000.0	00000	02540	5830	2201100	17-18	331.59	
						09/01/2017	0000066121									331.59
09/01/17	0000066122	C		09/01/2017	FIERRO, JOSE	CATERING SERVICES	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	119.96	
						09/01/2017	0000066122									119.96
09/01/17	0000066123	C		09/01/2017	WITTIG, ANDREA	CATERING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	17-18	113.21	
						09/01/2017	0000066123									113.21
09/01/17	0000066124	C		09/01/2017	OMNI HOTELS & RESORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04700	70200	5210	6190000	17-18	605.82	
						09/01/2017	0000066124									605.82
09/01/17	0000066126	C		09/20/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	210.32	
						09/01/2017	0000066126									210.32
09/02/17	0000066127	C		09/01/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	17-18	76.46	
						09/02/2017	0000066127									76.46
09/01/17	0000066128	C		09/20/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	272.39	
						09/01/2017	0000066128									272.39
09/02/17	0000066129	A		09/05/2017	UNITED FABRICARE SUPPLY INC	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	5550	0806000	17-18	1,986.27	
						09/02/2017	0000066129									1,986.27
09/02/17	0000066130	A		09/01/2017	EASTBAY TEAM SALES	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	17-18	1,514.72	

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						09/02/2017	0000066130									1,514.72
09/02/17	0000066131	A		09/02/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	17-18	236.99	
						09/02/2017	0000066131									236.99
09/02/17	0000066132	C		09/02/2017	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	229.29	
						09/02/2017	0000066132									229.29
09/02/17	0000066133	C		09/02/2017	PETERSON'S A NELNET COMPANY	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	30.83	
						09/02/2017	0000066133									30.83
09/02/17	0000066134	C		09/02/2017	MKH ELECTRONICS, INC.	MISCELLANEOUS	Health Professions	01.0	00000.0	00000	02530	5630	1201000	17-18	355.00	
						09/02/2017	0000066134									355.00
09/02/17	0000066135	A		09/02/2017	ALLISON MECHANICAL, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	7,182.00	
						09/02/2017	0000066135									7,182.00
09/02/17	0000066136	C		09/02/2017	OCLB CONSORTIUM	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	150.00	
						09/02/2017	0000066136									150.00
09/02/17	0000066137	C		09/02/2017	ACCREDITATION COMMISSION FOR	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	17-18	2,875.00	
						09/02/2017	0000066137									2,875.00
09/02/17	0000066138	X	1	09/11/2017	NRG MAINTENANCE COMPANY	MISCELLANEOUS	Custodial Services	01.0	00000.0	00000	04400	5810	6530000	17-18	1,380.00	
						09/02/2017	0000066138									1,380.00
09/02/17	0000066139	C		09/05/2017	MICRO CURRENT TECHNOLOGY, INC.	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	9,836.87	

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						<b>09/02/2017</b>	<b>0000066139</b>	<b>MICRO CURRENT TECHNOLOGY, INC.</b>							<b>9,836.87</b>	
09/02/17	0000066140	A		09/05/2017	SNAP-ON TOOLS INDUSTRIAL	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	14,017.67	
						<b>09/02/2017</b>	<b>0000066140</b>	<b>SNAP-ON TOOLS INDUSTRIAL</b>							<b>14,017.67</b>	
09/02/17	0000066141	A		09/05/2017	IDAHO INSTRUMENTS INC.	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	20,402.44	
						<b>09/02/2017</b>	<b>0000066141</b>	<b>IDAHO INSTRUMENTS INC.</b>							<b>20,402.44</b>	
09/02/17	0000066142	A		09/05/2017	KOSMET INC.	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	581.00	
								01.3	00000.0	10001	70260	6450	0900000	17-18	4,042.32	
						<b>09/02/2017</b>	<b>0000066142</b>	<b>KOSMET INC.</b>							<b>4,623.32</b>	
09/02/17	0000066143	C		09/05/2017	AIRGAS USA, LLC	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	17-18	528.75	
						<b>09/02/2017</b>	<b>0000066143</b>	<b>AIRGAS USA, LLC</b>							<b>528.75</b>	
09/05/17	0000066144	C		09/05/2017	PATON GROUP	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6410	0900000	17-18	25,468.80	
								01.3	00000.0	10001	70260	6410	0900000	17-18	512.89	
						<b>09/05/2017</b>	<b>0000066144</b>	<b>PATON GROUP</b>							<b>25,981.69</b>	
09/05/17	0000066145	C		09/05/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	17-18	371.45	
						<b>09/05/2017</b>	<b>0000066145</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>							<b>371.45</b>	
09/05/17	0000066146	A		09/06/2017	E&M, INC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	9,832.51	
						<b>09/05/2017</b>	<b>0000066146</b>	<b>E&amp;M, INC</b>							<b>9,832.51</b>	
09/05/17	0000066147	C		09/06/2017	HARBOR FREIGHT TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	181.61	
						<b>09/05/2017</b>	<b>0000066147</b>	<b>HARBOR FREIGHT TOOL</b>							<b>181.61</b>	

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09/05/17	0000066148	C		09/06/2017	TEAMWORK FUNDRAISING	CONTRACT SERVICES RENDERED	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	5810	0900000	17-18	50.00	
						09/05/2017	0000066148			TEAMWORK FUNDRAISING						50.00
09/05/17	0000066149	C		09/06/2017	SUNSET INDUSTRIAL PARTS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	202.16	
						09/05/2017	0000066149			SUNSET INDUSTRIAL PARTS						202.16
09/05/17	0000066150	A		09/20/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	126.00	
						09/05/2017	0000066150			BANK OF AMERICA						126.00
09/05/17	0000066151	C		09/06/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	17-18	477.20	
						09/05/2017	0000066151			CLASSIC BODY SUPPLY, INC.						477.20
09/05/17	0000066152	A		09/13/2017	DIVERSIFIED EQUIPMENT &	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	6450	0986000	17-18	2,622.00	
						09/05/2017	0000066152			DIVERSIFIED EQUIPMENT & SUPPLY						2,622.00
09/05/17	0000066153	C		09/05/2017	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	256.96	
						09/05/2017	0000066153			MCMASTER CARR SUPPLY CO.						256.96
09/05/17	0000066154	C		09/06/2017	SPRINGWOOD INDUSTRIAL INC	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	6450	0976000	17-18	937.96	
						09/05/2017	0000066154			SPRINGWOOD INDUSTRIAL INC						937.96
09/06/17	0000066155	C		09/06/2017	STRATA FOREST PRODUCTS	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,229.06	
						09/06/2017	0000066155			STRATA FOREST PRODUCTS						1,229.06
09/06/17	0000066156	C		09/06/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	17-18	990.00	
						09/06/2017	0000066156			CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED						990.00

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09/06/17	0000066157	C		09/06/2017	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	150.00	
				09/06/2017			0000066157				FOUNDATION FOR CALIFORNIA COMMUNITY COLL					150.00
09/06/17	0000066158	C		09/06/2017	GOLDEN STAR TECHNOLOGY INC.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	4320	0900000	17-18	417.34	
				09/06/2017			0000066158				GOLDEN STAR TECHNOLOGY INC.					417.34
09/06/17	0000066159	A		09/06/2017	GO EARN IT	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	17-18	1,783.00	
				09/06/2017			0000066159				GO EARN IT					1,783.00
09/06/17	0000066160	C		09/06/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Management Information	01.0	00000.0	00000	02260	5210	6780000	17-18	125.00	
				09/06/2017			0000066160				CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS					125.00
09/06/17	0000066161	A		09/06/2017	FLW INCORPORATED	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	17-18	356.16	
				09/06/2017			0000066161				FLW INCORPORATED					356.16
09/06/17	0000066162	A		09/20/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	152.51	
				09/06/2017			0000066162				BANK OF AMERICA					152.51
09/06/17	0000066163	C		09/18/2017	SMITH PAINT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	139.29	
				09/06/2017			0000066163				SMITH PAINT					139.29
09/06/17	0000066165	A		09/20/2017	BANK OF AMERICA	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00100	02600	4325	0980000	17-18	192.55	
				09/06/2017			0000066165				BANK OF AMERICA					192.55
09/06/17	0000066166	A		09/07/2017	INLAND PRODUCTS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	541.63	
				09/06/2017			0000066166				INLAND PRODUCTS					541.63
09/06/17	0000066167	C		09/06/2017	SNAP-ON	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	17-18	1,723.95	

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						09/06/2017	0000066167			SNAP-ON						1,723.95
09/06/17	0000066168	A		09/06/2017	DIVERSIFIED BUSINESS SERVICES	ADVERTISING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	175.88	
						09/06/2017	0000066168			DIVERSIFIED BUSINESS SERVICES						175.88
09/06/17	0000066169	C		09/20/2017	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	43.69	
						09/06/2017	0000066169			AMAZON						43.69
09/06/17	0000066170	C		09/20/2017	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	752.72	
						09/06/2017	0000066170			AMAZON						752.72
09/06/17	0000066171	C		09/07/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.0	00000.0	76600	02570	4550	6190000	17-18	16.97	
						09/06/2017	0000066171			OFFICE DEPOT/BUSINESS SVCS DIV						16.97
09/06/17	0000066172	A		09/07/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Other Physical Sciences	01.3	00000.0	03004	73460	5830	1999000	17-18	254.65	
						09/06/2017	0000066172			DIVERSIFIED BUSINESS SERVICES						254.65
09/06/17	0000066173	C		09/07/2017	GOLDEN STAR TECHNOLOGY INC.	OFFICE SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	17-18	147.53	
						09/06/2017	0000066173			GOLDEN STAR TECHNOLOGY INC.						147.53
09/06/17	0000066174	C		09/07/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72004	4550	6190000	17-18	524.39	
						09/06/2017	0000066174			OFFICE DEPOT/BUSINESS SVCS DIV						524.39
09/06/17	0000066175	C		09/20/2017	AMAZON	OFFICE SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	17-18	18.56	
						09/06/2017	0000066175			AMAZON						18.56
09/06/17	0000066176	A		09/20/2017	HEADSETS DIRECT, INC.	OFFICE SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	17-18	312.90	

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						<b>09/06/2017</b>	<b>0000066176</b>	<b>HEADSETS DIRECT, INC.</b>							<b>312.90</b>	
09/06/17	0000066177	C		09/20/2017	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	43.66	
						<b>09/06/2017</b>	<b>0000066177</b>	<b>AMAZON</b>							<b>43.66</b>	
09/06/17	0000066178	A		09/06/2017	ALBA ENTERPRISES, LLC	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	45,893.38	
						<b>09/06/2017</b>	<b>0000066178</b>	<b>ALBA ENTERPRISES, LLC</b>							<b>45,893.38</b>	
09/07/17	0000066179	C		09/07/2017	NATIONAL ALLIANCE FOR PARTNERSHIPS	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	70200	5310	6190000	17-18	150.00	
						<b>09/07/2017</b>	<b>0000066179</b>	<b>NATIONAL ALLIANCE FOR PARTNERSHIPS</b>							<b>150.00</b>	
09/07/17	0000066180	C		09/07/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03500	70200	6450	0900000	17-18	14,754.65	
						<b>09/07/2017</b>	<b>0000066180</b>	<b>CDW-GOVERNMENT INC</b>							<b>14,754.65</b>	
09/07/17	0000066181	C		09/07/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5410	6720000	17-18	850.00	
						<b>09/07/2017</b>	<b>0000066181</b>	<b>KEENAN &amp; ASSOCIATES</b>							<b>850.00</b>	
09/07/17	0000066182	P		09/11/2017	AMAZON	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	17-18	60.87	
						<b>09/07/2017</b>	<b>0000066182</b>	<b>AMAZON</b>							<b>60.87</b>	
09/07/17	0000066183	C		09/07/2017	SWANK MOTION PICTURES INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	17-18	335.00	
						<b>09/07/2017</b>	<b>0000066183</b>	<b>SWANK MOTION PICTURES INC.</b>							<b>335.00</b>	
09/07/17	0000066184	P		09/11/2017	AMAZON	OFFICE SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	17-18	29.24	
						<b>09/07/2017</b>	<b>0000066184</b>	<b>AMAZON</b>							<b>29.24</b>	
09/07/17	0000066185	P		09/11/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	112.43	

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						<b>09/07/2017</b>	<b>0000066185</b>	<b>AMAZON</b>							<b>112.43</b>	
09/07/17	0000066186	C		09/07/2017	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	17-18	74.02	
							Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	16.08	
						<b>09/07/2017</b>	<b>0000066186</b>	<b>OFFICE SOLUTIONS</b>							<b>90.10</b>	
09/07/17	0000066187	A		09/07/2017	CUMMINS ALLISON	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	17-18	34.96	
						<b>09/07/2017</b>	<b>0000066187</b>	<b>CUMMINS ALLISON</b>							<b>34.96</b>	
09/08/17	0000066188	A		09/11/2017	KINCAID INDUSTRIES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65061	6120	7100000	17-18	2,400.00	
						<b>09/08/2017</b>	<b>0000066188</b>	<b>KINCAID INDUSTRIES, INC.</b>							<b>2,400.00</b>	
09/08/17	0000066189	C		09/11/2017	ALLEN TIRE COMPANY	TIRES AND TUBES	Health Professions	01.0	00000.0	00000	02530	5630	1201000	17-18	146.92	
						MISCELLANEOUS		01.0	00000.0	00000	02530	5630	1201000	17-18	7.00	
						<b>09/08/2017</b>	<b>0000066189</b>	<b>ALLEN TIRE COMPANY</b>							<b>153.92</b>	
09/08/17	0000066190	C		09/11/2017	CUMMINS ALLISON	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	17-18	60.09	
						<b>09/08/2017</b>	<b>0000066190</b>	<b>CUMMINS ALLISON</b>							<b>60.09</b>	
09/08/17	0000066191	A		09/08/2017	EASTBAY TEAM SALES	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	17-18	1,468.53	
						<b>09/08/2017</b>	<b>0000066191</b>	<b>EASTBAY TEAM SALES</b>							<b>1,468.53</b>	
09/08/17	0000066192	A		09/08/2017	EASTBAY TEAM SALES	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	17-18	1,510.45	
						<b>09/08/2017</b>	<b>0000066192</b>	<b>EASTBAY TEAM SALES</b>							<b>1,510.45</b>	
09/09/17	0000066193	A		09/09/2017	CCCEOPSA	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	600.00	
						<b>09/09/2017</b>	<b>0000066193</b>	<b>CCCEOPSA</b>							<b>600.00</b>	

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/11/17	0000066194	C		09/11/2017	NATIONAL ASSOCIATION OF	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	115.00	
				09/11/2017			0000066194				NATIONAL ASSOCIATION OF LEGAL					115.00
09/11/17	0000066195	C		09/11/2017	CERRITOS CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	275.00	
				09/11/2017			0000066195				CERRITOS CHAMBER OF COMMERCE					275.00
09/11/17	0000066196	C		09/11/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	8,248.75	
				09/11/2017			0000066196				ATKINSON, ANDELSON, LOYA, RUUD					8,248.75
09/11/17	0000066197	P		09/11/2017	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	32.72	
				09/11/2017			0000066197				AMAZON					32.72
09/11/17	0000066198	C		09/14/2017	HARBOR FREIGHT TOOL	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	52.76	
				09/11/2017			0000066198				HARBOR FREIGHT TOOL					52.76
09/11/17	0000066199	A		09/14/2017	PACIFIC PARKING SYSTEMS INC.	SOFTWARE	Parking	39.5	00000.0	00000	79800	5640	6950000	17-18	2,225.00	
				09/11/2017			0000066199				PACIFIC PARKING SYSTEMS INC.					2,225.00
09/11/17	0000066200	C		09/14/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	636.27	
				09/11/2017			0000066200				OFFICE DEPOT/BUSINESS SVCS DIV					636.27
09/11/17	0000066201	P		09/19/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	152.77	
				09/11/2017			0000066201				AMAZON					152.77
09/11/17	0000066202	A		09/14/2017	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	17-18	953.21	
								01.3	00000.0	03600	70200	6450	1000000	17-18	2,703.94	
				09/11/2017			0000066202				VINTAGE KING AUDIO					3,657.15

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09/11/17	0000066203	A		09/14/2017	SOUTHERN CALIFORNIA MARINE	RENTS/RENTALS	SEM-Chemistry	01.0	00000.0	00000	02570	5610	1956000	17-18	883.36	
						<b>09/11/2017</b>	<b>0000066203</b>	<b>SOUTHERN CALIFORNIA MARINE INSTITUTE</b>							<b>883.36</b>	
09/11/17	0000066204	P		09/11/2017	AMAZON	COMPUTER SUPP/EQUIP	Health Services	69.0	00000.0	00001	03310	6460	6440000	17-18	433.01	
						<b>09/11/2017</b>	<b>0000066204</b>	<b>AMAZON</b>							<b>433.01</b>	
09/12/17	0000066205	A		09/12/2017	DUFF & PHELPS, LLC	CONTRACT CONSULTANTS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	17-18	5,200.00	
						<b>09/12/2017</b>	<b>0000066205</b>	<b>DUFF &amp; PHELPS, LLC</b>							<b>5,200.00</b>	
09/12/17	0000066206	A	1	09/21/2017	TCB PRINTING	PRINTING SERVICES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	79.75	
						<b>09/12/2017</b>	<b>0000066206</b>	<b>TCB PRINTING</b>							<b>79.75</b>	
09/12/17	0000066207	A		09/14/2017	L & L FABRICATING LLC	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03500	70200	6410	0900000	17-18	41,733.50	
						<b>09/12/2017</b>	<b>0000066207</b>	<b>L &amp; L FABRICATING LLC</b>							<b>41,733.50</b>	
09/12/17	0000066208	A		09/14/2017	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	17-18	890.00	
						<b>09/12/2017</b>	<b>0000066208</b>	<b>RAN GRAPHICS</b>							<b>890.00</b>	
09/12/17	0000066209	C		09/14/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	31.68	
						<b>09/12/2017</b>	<b>0000066209</b>	<b>TCB PRINTING</b>							<b>31.68</b>	
09/13/17	0000066210	C		09/13/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	17-18	75.00	
						<b>09/13/2017</b>	<b>0000066210</b>	<b>CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS</b>							<b>75.00</b>	
09/19/17	0000066211	A		09/19/2017	HOME DEPOT CREDIT SERVICES	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	291.89	
						<b>09/19/2017</b>	<b>0000066211</b>	<b>HOME DEPOT CREDIT SERVICES</b>							<b>291.89</b>	

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			Ord#	Date													
09/13/17	0000066212	P	09/14/2017		AMAZON	INSTRUCTIONAL SUPPLIES	CIS	01.3	00000.0	04100	70200	4320	0700000	17-18	489.65		
						09/13/2017	0000066212	AMAZON								489.65	
09/13/17	0000066213	A	09/14/2017		ACHA PUBLICATION	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	98.33		
						09/13/2017	0000066213	ACHA PUBLICATION								98.33	
09/13/17	0000066214	A	09/14/2017		ETR ASSOCIATES	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	85.22		
						09/13/2017	0000066214	ETR ASSOCIATES								85.22	
09/13/17	0000066215	A	09/14/2017		JOURNEYWORKS PUBLISHING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	89.59		
						09/13/2017	0000066215	JOURNEYWORKS PUBLISHING								89.59	
09/13/17	0000066216	C	09/13/2017		OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00100	02600	4325	0964000	17-18	253.79		
						09/13/2017	0000066216	OFFICE DEPOT/BUSINESS SVCS DIV								253.79	
09/13/17	0000066217	A	09/13/2017		APPLE INC	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	6450	2201000	17-18	1,649.21		
						09/13/2017	0000066217	APPLE INC								1,649.21	
09/13/17	0000066218	A	09/13/2017		RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	281.87		
						09/13/2017	0000066218	RAN GRAPHICS								281.87	
09/14/17	0000066219	P	09/14/2017		BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	122.50		
						09/14/2017	0000066219	BANK OF AMERICA								122.50	
09/14/17	0000066220	A	1	09/18/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	3,111.80		
								01.3	00000.0	10001	70260	6450	0900000	17-18	11,345.36		
						INSTALLATIONS		01.3	00000.0	10001	70260	6450	0900000	17-18	3,895.49		

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						<b>09/14/2017</b>	<b>0000066220</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>								<b>18,352.65</b>
09/14/17	0000066221	A		09/14/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	1,709.85	
						<b>09/14/2017</b>	<b>0000066221</b>	<b>CDW-GOVERNMENT INC</b>								<b>1,709.85</b>
09/14/17	0000066222	A		09/18/2017	INDUSTRIAL PLASTIC SUPPLY INC.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,949.98	
						<b>09/14/2017</b>	<b>0000066222</b>	<b>INDUSTRIAL PLASTIC SUPPLY INC.</b>								<b>1,949.98</b>
09/14/17	0000066223	A		09/14/2017	BENNER METALS	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00100	02600	4325	0984000	17-18	3,558.96	
						<b>09/14/2017</b>	<b>0000066223</b>	<b>BENNER METALS</b>								<b>3,558.96</b>
09/14/17	0000066224	A		09/14/2017	PATON GROUP	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6410	0900000	17-18	13,000.75	
							MISCELLANEOUS	01.3	00000.0	00000	70265	6410	0900000	17-18	-1,125.57	
						<b>09/14/2017</b>	<b>0000066224</b>	<b>PATON GROUP</b>								<b>11,875.18</b>
09/14/17	0000066225	C		09/16/2017	HIROHAMA, STEVEN	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	136.56	
						<b>09/14/2017</b>	<b>0000066225</b>	<b>HIROHAMA, STEVEN</b>								<b>136.56</b>
09/14/17	0000066226	P		09/16/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	72.00	
						<b>09/14/2017</b>	<b>0000066226</b>	<b>BANK OF AMERICA</b>								<b>72.00</b>
09/14/17	0000066227	C		09/14/2017	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	17-18	144.21	
							MISCELLANEOUS	01.0	00000.0	00000	02520	5830	6190000	17-18	20.00	
						<b>09/14/2017</b>	<b>0000066227</b>	<b>RAN GRAPHICS</b>								<b>164.21</b>
09/14/17	0000066228	C		09/16/2017	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	17-18	93.47	
						<b>09/14/2017</b>	<b>0000066228</b>	<b>NAIMIE'S BEAUTY CENTER</b>								<b>93.47</b>

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09/14/17	0000066229	C		09/16/2017	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	236.47	
				09/14/2017			0000066229									236.47
09/14/17	0000066230	A		09/14/2017	KLEIN EDUCATIONAL SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	3,187.87	
				09/14/2017			0000066230									3,187.87
09/14/17	0000066231	X	1	09/27/2017	INTERWORLD HIGHWAY, LLC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	3,411.94	
				09/14/2017			0000066231									3,411.94
09/14/17	0000066232	A		09/14/2017	PATON GROUP	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6450	0900000	17-18	1,259.53	
				09/14/2017			0000066232									1,259.53
09/14/17	0000066233	A		09/14/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	4,721.53	
				09/14/2017			0000066233									4,721.53
09/14/17	0000066234	C		09/14/2017	GRAINGER	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00100	02600	4325	0964000	17-18	1,127.18	
				09/14/2017			0000066234									1,127.18
09/14/17	0000066235	A		09/20/2017	LAGUNA CLAY COMPANY	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00100	02600	4325	0964000	17-18	23.00	
				09/14/2017			0000066235									23.00
09/14/17	0000066236	C		09/14/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	17-18	700.07	
				09/14/2017			0000066236									700.07
09/14/17	0000066237	A		09/14/2017	MSC INDUSTRIAL DIRECT, CO INC	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	17-18	2,537.32	
				09/14/2017			0000066237									2,537.32
09/14/17	0000066238	A		09/14/2017	PATTON SALES CORP	INSTRUCTIONAL SUPPLIES	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	17-18	274.44	

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						09/14/2017	0000066238									274.44
09/14/17	0000066240	P		09/14/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	17-18	394.29	
						09/14/2017	0000066240									394.29
09/14/17	0000066241	A		09/14/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	17-18	169.66	
						09/14/2017	0000066241									169.66
09/14/17	0000066242	P		09/14/2017	AMAZON	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	17-18	360.00	
						09/14/2017	0000066242									360.00
09/14/17	0000066243	P		09/14/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	349.99	
								01.0	00000.0	00000	02600	4550	0951000	17-18	79.96	
						09/14/2017	0000066243									429.95
09/15/17	0000066244	A		09/15/2017	GONLED	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	72920	5810	6510000	17-18	357,641.02	
						09/15/2017	0000066244									357,641.02
09/15/17	0000066245	C		09/16/2017	ACHRO/EEO	MEMBERSHIPS	Fiscal Operations	01.3	00000.0	00000	74500	5310	6720000	17-18	350.00	
						09/15/2017	0000066245									350.00
09/15/17	0000066246	C		09/15/2017	SOUTHERN 30/EEDEC	MEMBERSHIPS	Fiscal Operations	01.3	00000.0	00000	74500	5310	6720000	17-18	200.00	
						09/15/2017	0000066246									200.00
09/15/17	0000066247	C		09/16/2017	ADRIANA FLORES-CHURCH	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	85.40	
						09/15/2017	0000066247									85.40

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09/15/17	0000066248	C		09/19/2017	TCB PRINTING	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	52.44	
				09/15/2017			0000066248			TCB PRINTING						52.44
09/15/17	0000066249	P		09/16/2017	BANK OF AMERICA	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	270.00	
				09/15/2017			0000066249			BANK OF AMERICA						270.00
09/15/17	0000066250	P		09/16/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	67.96	
				09/15/2017			0000066250			AMAZON						67.96
09/15/17	0000066251	C		09/19/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	113.61	
				09/15/2017			0000066251			OFFICE DEPOT/BUSINESS SVCS DIV						113.61
09/15/17	0000066252	C		09/19/2017	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	31.68	
				09/15/2017			0000066252			TCB PRINTING						31.68
09/15/17	0000066253	C		09/19/2017	RAN GRAPHICS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	111.14	
				09/15/2017			0000066253			RAN GRAPHICS						111.14
09/15/17	0000066254	C		09/15/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	16,935.92	
				09/15/2017			0000066254			US BANK EQUIPMENT FINANCE						16,935.92
09/15/17	0000066255	C		09/15/2017	ELSEVIER SCIENCE USA	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	3,559.07	
				09/15/2017			0000066255			ELSEVIER SCIENCE USA						3,559.07
09/15/17	0000066256	A		09/15/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	2,624.50	
				09/15/2017			0000066256			IMAGE 2000, INC.						2,624.50
09/16/17	0000066257	C		09/16/2017	ACHRO/EEO	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	17-18	250.00	

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				09/16/2017			0000066257		ACHRO/EEO							250.00
09/16/17	0000066258	C		09/16/2017	SAN MATEO MARRIOTT SAN	CONFERENCE AND TRAVEL	Health Professions	01.0	00000.0	00000	02530	5210	1201000	17-18	362.04	
				09/16/2017			0000066258		SAN MATEO MARRIOTT SAN FRANCISCO AIRPORT							362.04
09/16/17	0000066259	C		09/16/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	495.00	
				09/16/2017			0000066259		CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED							495.00
09/16/17	0000066260	C		09/16/2017	OMNI RANCHO LAS PALMAS RESORT &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	606.00	
				09/16/2017			0000066260		OMNI RANCHO LAS PALMAS RESORT & SPA							606.00
09/18/17	0000066263	A		09/18/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	5,263.01	
								01.3	00000.0	10001	70260	6450	0900000	17-18	13,006.79	
				09/18/2017			0000066263		CDW-GOVERNMENT INC							18,269.80
09/18/17	0000066264	A		09/18/2017	TINIUS OLSEN TESTING MACHINE	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6410	0900000	17-18	29,210.98	
				09/18/2017			0000066264		TINIUS OLSEN TESTING MACHINE COMPANY							29,210.98
09/19/17	0000066265	C		09/19/2017	CSU CHANNEL ISLANDS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	375.00	
				09/19/2017			0000066265		CSU CHANNEL ISLANDS							375.00
09/19/17	0000066266	C		09/19/2017	MONTEREY MARRIOTT	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	413.66	
				09/19/2017			0000066266		MONTEREY MARRIOTT							413.66
09/19/17	0000066267	A		09/19/2017	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	222.40	
				09/19/2017			0000066267		BANK OF AMERICA							222.40

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/19/17	0000066268	C		09/19/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	495.00	
						09/19/2017	0000066268									495.00
CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED																
09/19/17	0000066269	C		09/19/2017	OMNI HOTELS & RESORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	605.82	
						09/19/2017	0000066269									605.82
OMNI HOTELS & RESORTS																
09/19/17	0000066271	A		09/19/2017	COMMUNITY COLLEGE INTERNAL	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	17-18	85.00	
						09/19/2017	0000066271									85.00
COMMUNITY COLLEGE INTERNAL AUDITORS																
09/19/17	0000066272	C		09/20/2017	CAFE N STUFF	FOOD SERVICES SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	17-18	207.43	
						09/19/2017	0000066272									207.43
CAFE N STUFF																
09/19/17	0000066273	A		09/19/2017	TINIUS OLSEN TESTING MACHINE	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	17-18	10,446.50	
						09/19/2017	0000066273									10,446.50
TINIUS OLSEN TESTING MACHINE COMPANY																
09/19/17	0000066274	C		09/20/2017	CCCMHWA	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	17-18	75.00	
						09/19/2017	0000066274									75.00
CCCMHWA																
09/19/17	0000066275	A		09/19/2017	WORLD OF MOULDING	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	17-18	288.42	
						09/19/2017	0000066275									288.42
WORLD OF MOULDING																
09/19/17	0000066276	P		09/22/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Music	01.0	00000.0	00000	02520	4320	1054000	17-18	92.95	
						09/19/2017	0000066276									92.95
AMAZON																
09/19/17	0000066277	C		09/20/2017	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	135.76	
						09/19/2017	0000066277									135.76
MacDEVITT, JAMES																
09/19/17	0000066278	C		09/20/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	163.17	

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						09/19/2017	0000066278									163.17
09/19/17	0000066279	A		09/19/2017	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	17-18	2,119.50	
						09/19/2017	0000066279									2,119.50
09/19/17	0000066280	A		09/19/2017	CYNMAR CORPORATION	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	776.66	
						09/19/2017	0000066280									776.66
09/19/17	0000066281	A		09/19/2017	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	03600	70200	6450	1000000	17-18	3,853.54	
						09/19/2017	0000066281									3,853.54
09/19/17	0000066282	A		09/19/2017	APPLE DISTRIBUTORS	COMPUTER SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	17-18	197.74	
								01.3	00000.0	03600	70200	6450	1000000	17-18	2,726.58	
						09/19/2017	0000066282									2,924.32
09/19/17	0000066283	A		09/19/2017	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	112.74	
						09/19/2017	0000066283									112.74
09/19/17	0000066284	A		09/19/2017	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	2,700.73	
						09/19/2017	0000066284									2,700.73
09/19/17	0000066285	P		09/28/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Photography	01.0	00000.0	00000	02520	4320	1063000	17-18	43.96	
						09/19/2017	0000066285									43.96
09/19/17	0000066286	A		09/19/2017	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	2,040.72	
						09/19/2017	0000066286									2,040.72

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/19/17	0000066287	A		09/19/2017	APPLE DISTRIBUTORS	COMPUTER SUPP/EQUIP	Fine Arts	01.3	00000.0	03600	70200	4320	1000000	17-18	616.05	
				09/19/2017			0000066287			APPLE DISTRIBUTORS						616.05
09/19/17	0000066288	A		09/19/2017	FREESTYLE PHOTOGRAPHIC	INSTRUCTIONAL SUPPLIES	Photography	01.0	00000.0	00000	02520	4320	1063000	17-18	115.27	
				09/19/2017			0000066288			FREESTYLE PHOTOGRAPHIC SUPPLY						115.27
09/19/17	0000066289	A		09/19/2017	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	1,916.52	
				09/19/2017			0000066289			FLINN SCIENTIFIC INC						1,916.52
09/19/17	0000066290	C		09/19/2017	TCB PRINTING	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	31.68	
				09/19/2017			0000066290			TCB PRINTING						31.68
09/19/17	0000066291	A		09/19/2017	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	31.58	
				09/19/2017			0000066291			CAROLINA BIOLOGICAL SUPPLY						31.58
09/19/17	0000066292	C		09/19/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	17-18	66.25	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	520.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	15,519.82	
				09/19/2017			0000066292			ATKINSON, ANDELSON, LOYA, RUUD						16,106.07
09/19/17	0000066293	C		09/19/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	3,172.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	4,681.19	
				09/19/2017			0000066293			PARKER & COVERT, L.L.P.						7,853.69
09/19/17	0000066294	C		09/19/2017	MIRANDA, RICK	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	17-18	107.74	
				09/19/2017			0000066294			MIRANDA, RICK						107.74

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09/19/17	0000066295	C		09/19/2017	ACUITY SCHEDULING, INC.	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	4550	6120000	17-18	140.00		
				09/19/2017			0000066295									140.00	
																	ACUITY SCHEDULING, INC.
																	140.00
09/19/17	0000066296	C		09/19/2017	CAL WEST ENVIRONMENTAL	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	380.00		
				09/19/2017			0000066296										380.00
																	CAL WEST ENVIRONMENTAL SERVICES
																	380.00
09/19/17	0000066297	C		09/19/2017	PIONEER ATHLETICS	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	362.69		
				09/19/2017			0000066297										362.69
																	PIONEER ATHLETICS
																	362.69
09/19/17	0000066298	P		09/19/2017	AMAZON	OFFICE SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	17-18	126.14		
				09/19/2017			0000066298										126.14
																	AMAZON
																	126.14
09/19/17	0000066299	A		09/19/2017	U S AIR CONDITIONING	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	75.90		
				09/19/2017			0000066299										75.90
																	U S AIR CONDITIONING DISTRIBUTORS
																	75.90
09/19/17	0000066300	C		09/19/2017	COMMERCIAL DOOR METAL SYSTEMS	REPAIRS - OTHER	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	17-18	1,225.84		
				09/19/2017			0000066300										1,225.84
																	COMMERCIAL DOOR METAL SYSTEMS
																	1,225.84
09/20/17	0000066301	C		09/20/2017	UNIVERSITY OF SOUTHERN	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	17-18	8,000.00		
				09/20/2017			0000066301										8,000.00
																	UNIVERSITY OF SOUTHERN CALIFORNIA
																	8,000.00
09/20/17	0000066302	A		09/20/2017	CCCEOPSA	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	450.00		
				09/20/2017			0000066302										450.00
																	CCCEOPSA
																	450.00
09/20/17	0000066303	A		09/20/2017	CCCEOPSA	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	600.00		
				09/20/2017			0000066303										600.00
																	CCCEOPSA
																	600.00

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09/20/17	0000066304	C		09/20/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	17-18	75.00	
						09/20/2017	0000066304	CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS								75.00
09/20/17	0000066305	C		09/20/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	17-18	75.00	
						09/20/2017	0000066305	CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS								75.00
09/20/17	0000066307	C		09/20/2017	AMERICAN SPEECH-LANGUAGE-	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	750.00	
						09/20/2017	0000066307	AMERICAN SPEECH-LANGUAGE-HEARING ASSOC								750.00
09/20/17	0000066308	C		09/20/2017	CCC MHWA	CONFERENCE AND TRAVEL	Health Services	69.0	00000.0	00000	03310	5210	6440000	17-18	125.00	
						09/20/2017	0000066308	CCC MHWA								125.00
09/20/17	0000066309	C		09/20/2017	CAPED	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	17-18	4,475.00	
						09/20/2017	0000066309	CAPED								4,475.00
09/20/17	0000066310	C		09/20/2017	WALT DISNEY WORLD GROUP	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	760.50	
						09/20/2017	0000066310	WALT DISNEY WORLD GROUP RESER								760.50
09/20/17	0000066311	C		09/20/2017	WALT DISNEY WORLD GROUP	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	760.50	
						09/20/2017	0000066311	WALT DISNEY WORLD GROUP RESER								760.50
09/20/17	0000066312	C		09/20/2017	WALT DISNEY WORLD GROUP	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	760.50	
						09/20/2017	0000066312	WALT DISNEY WORLD GROUP RESER								760.50
09/20/17	0000066313	C		09/20/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	17-18	1,385.00	
						09/20/2017	0000066313	BANK OF AMERICA								1,385.00

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/21/17	0000066314	A		09/21/2017	TCB PRINTING	MISCELLANEOUS	International Students	01.0	00000.0	00000	03420	4550	6452000	17-18	31.68	
				<b>09/21/2017</b>			<b>0000066314</b>				<b>TCB PRINTING</b>					<b>31.68</b>
09/21/17	0000066315	A		09/21/2017	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Trnsfers & Pymnts to/for	01.3	00000.0	03100	71200	7610	7300000	17-18	4,298.44	
				<b>09/21/2017</b>			<b>0000066315</b>				<b>DIVERSIFIED BUSINESS SERVICES</b>					<b>4,298.44</b>
09/21/17	0000066316	A		09/21/2017	KI	MISCELLANEOUS	Counseling	01.3	00000.0	00000	71200	6460	6300000	17-18	745.34	
				<b>09/21/2017</b>			<b>0000066316</b>				<b>KI</b>					<b>745.34</b>
09/21/17	0000066317	C		09/28/2017	MAACO COLLISION REPAIR & AUTO	PAINTING CONTRACTORS	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	930.17	
				<b>09/21/2017</b>			<b>0000066317</b>				<b>MAACO COLLISION REPAIR &amp; AUTO PAINTING</b>					<b>930.17</b>
09/21/17	0000066318	C		09/27/2017	NATIONAL EMBLEM, INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	616.69	
				<b>09/21/2017</b>			<b>0000066318</b>				<b>NATIONAL EMBLEM, INC.</b>					<b>616.69</b>
09/21/17	0000066319	A		09/21/2017	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	17-18	17,794.46	
				<b>09/21/2017</b>			<b>0000066319</b>				<b>APPLE INC</b>					<b>17,794.46</b>
09/21/17	0000066320	C		09/21/2017	SIGMA-ALDRICH, INC.	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	418.65	
				<b>09/21/2017</b>			<b>0000066320</b>				<b>SIGMA-ALDRICH, INC.</b>					<b>418.65</b>
09/21/17	0000066321	A		09/21/2017	TROJAN PROFESSIONAL	MEDICAL & LAB SUPP/EQUIP	Health Services	69.0	00000.0	01000	03310	4550	6440000	17-18	617.74	
				<b>09/21/2017</b>			<b>0000066321</b>				<b>TROJAN PROFESSIONAL PRODUCTS</b>					<b>617.74</b>
09/21/17	0000066322	C		09/21/2017	HACU ANNUAL CONFERENCE	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	791.00	
				<b>09/21/2017</b>			<b>0000066322</b>				<b>HACU ANNUAL CONFERENCE</b>					<b>791.00</b>
09/21/17	0000066323	C		09/21/2017	HILTON SAN DIEGO BAYFRONT	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	673.95	

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						09/21/2017	0000066323									673.95
						09/21/2017	0000066324									830.00
09/21/17	0000066324	P		09/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	International Students	01.0	00000.0	00000	03420	5210	6452000	17-18	830.00	
						09/21/2017	0000066324									830.00
						09/21/2017	0000066325									619.35
09/21/17	0000066325	C		09/21/2017	HYATT REGENCY, SACRAMENTO	HOTELS	International Students	01.0	00000.0	00000	03420	5210	6452000	17-18	619.35	
						09/21/2017	0000066325									619.35
						09/21/2017	0000066326									619.35
09/21/17	0000066326	C		09/21/2017	HYATT REGENCY, SACRAMENTO	HOTELS	International Students	01.0	00000.0	00000	03420	5210	6452000	17-18	619.35	
						09/21/2017	0000066326									619.35
						09/21/2017	0000066327									31.68
09/21/17	0000066327	A		09/21/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	17-18	31.68	
						09/21/2017	0000066327									31.68
						09/21/2017	0000066328									99.00
09/21/17	0000066328	C		09/27/2017	WINNERS, MARGO	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	17-18	99.00	
						09/21/2017	0000066328									99.00
						09/21/2017	0000066329									229.00
09/21/17	0000066329	P		09/22/2017	BANK OF AMERICA	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	229.00	
						09/21/2017	0000066329									229.00
						09/21/2017	0000066330									13,896.60
09/21/17	0000066330	A		09/22/2017	PUENTE HILLS CHEVROLET	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03500	70200	6450	0900000	17-18	13,896.60	
						09/21/2017	0000066330									13,896.60
						09/21/2017	0000066331									50.00
09/21/17	0000066331	A		09/27/2017	HSACCC	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	17-18	50.00	
						09/21/2017	0000066331									50.00
						09/21/2017	0000066332									370.36
09/21/17	0000066332	A		09/21/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	370.36	

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						<b>09/21/2017</b>	<b>0000066332</b>	<b>GOLDEN STAR TECHNOLOGY INC.</b>								<b>370.36</b>
09/21/17	0000066333	A		09/22/2017	STERLING MACHINERY	MISCELLANEOUS	Division Office	01.0	00000.0	00000	02600	6410	0951000	17-18	0.00	
						<b>09/21/2017</b>	<b>0000066333</b>	<b>STERLING MACHINERY EXCHANGE</b>								<b>0.00</b>
09/21/17	0000066334	P		09/21/2017	AMAZON	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	17-18	183.69	
						<b>09/21/2017</b>	<b>0000066334</b>	<b>AMAZON</b>								<b>183.69</b>
09/21/17	0000066335	A		09/21/2017	BIBLIOTHECA, LCC	SECURITY SUPP/EQUIP/SYSTEM	Library	01.0	00000.0	00000	02220	5810	6120000	17-18	4,041.77	
						<b>09/21/2017</b>	<b>0000066335</b>	<b>BIBLIOTHECA, LCC</b>								<b>4,041.77</b>
09/21/17	0000066336	C		09/21/2017	CUMMINS ALLISON	MAINTENANCE AGREEMENTS	Accounting & Payroll	01.0	00000.0	00000	04200	6460	6725000	17-18	786.40	
						<b>09/21/2017</b>	<b>0000066336</b>	<b>CUMMINS ALLISON</b>								<b>786.40</b>
09/21/17	0000066337	C		09/21/2017	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	3,956.00	
							Physical Property-Related	42.1	00000.0	00000	65040	5730	7100000	17-18	78.00	
						<b>09/21/2017</b>	<b>0000066337</b>	<b>PUBLIC AGENCY LAW GROUP</b>								<b>4,034.00</b>
09/21/17	0000066338	C		09/21/2017	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	1,714.46	
						<b>09/21/2017</b>	<b>0000066338</b>	<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>								<b>1,714.46</b>
09/21/17	0000066339	C		09/21/2017	EFFICIENT LIGHTING ELECTRIC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	1,400.00	
						<b>09/21/2017</b>	<b>0000066339</b>	<b>EFFICIENT LIGHTING ELECTRIC</b>								<b>1,400.00</b>
09/21/17	0000066340	A		09/21/2017	SUNPAC STOARGE CONTAINERS INC	MISCELLANEOUS	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	4,004.04	
						<b>09/21/2017</b>	<b>0000066340</b>	<b>SUNPAC STOARGE CONTAINERS INC</b>								<b>4,004.04</b>

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09/21/17	0000066341	A		09/21/2017	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	3,340.00		
				09/21/2017			0000066341									3,340.00	
																	MARZOLA CONSTRUCTION CO., INC.
09/21/17	0000066342	A		09/21/2017	HOOD DOCTORS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	3,520.00		
				09/21/2017			0000066342										HOOD DOCTORS
09/23/17	0000066343	C		09/23/2017	DAILY JOURNAL CORPORATION	NEWSPAPERS	Purchasing	01.0	00000.0	00000	04300	5790	6722000	17-18	340.02		
				09/23/2017			0000066343										DAILY JOURNAL CORPORATION
09/23/17	0000066344	C		09/23/2017	TAYLOR & FRANCIS GROUP, LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	1,345.00		
				09/23/2017			0000066344										TAYLOR & FRANCIS GROUP, LLC
09/23/17	0000066345	C		09/23/2017	HIGHER EDUCATION USER GROUP	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	1,600.00		
				09/23/2017			0000066345										HIGHER EDUCATION USER GROUP
09/23/17	0000066346	A		09/23/2017	OFFICE SOLUTIONS	PRINTING SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	17-18	713.40		
				09/23/2017			0000066346										OFFICE SOLUTIONS
09/23/17	0000066347	A		09/23/2017	CERRITOS COLLEGE HPER	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	330.00		
				09/23/2017			0000066347										CERRITOS COLLEGE HPER
09/23/17	0000066348	A		09/23/2017	CERRITOS COLLEGE HPER	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	500.00		
				09/23/2017			0000066348										CERRITOS COLLEGE HPER
09/25/17	0000066349	C		09/25/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	273.70		
				09/25/2017			0000066349										BANK OF AMERICA

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09/26/17	0000066350	C		09/26/2017	CITY OF ARTESIA, CA	ADVERTISING	International Students	01.0	00000.0	00000	03420	5830	6452000	17-18	250.00		
				09/26/2017			0000066350									250.00	
																	CITY OF ARTESIA, CA
																	250.00
09/26/17	0000066351	A		09/26/2017	BENNER METALS	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00100	02600	4325	0984000	17-18	2,982.53		
				09/26/2017			0000066351										2,982.53
																	BENNER METALS
																	2,982.53
09/26/17	0000066352	C		09/26/2017	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5210	6730000	17-18	100.00		
				09/26/2017			0000066352										100.00
																	LIEBERT CASSIDY WHITMORE
																	100.00
09/26/17	0000066353	C		09/26/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	495.00		
				09/26/2017			0000066353										495.00
																	CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED
																	495.00
09/26/17	0000066354	C		09/26/2017	OMNI HOTELS & RESORTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	605.82		
				09/26/2017			0000066354										605.82
																	OMNI HOTELS & RESORTS
																	605.82
09/26/17	0000066355	A		09/28/2017	FOUNDATION FOR CCC	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	160.00		
				09/26/2017			0000066355										160.00
																	FOUNDATION FOR CCC
																	160.00
09/26/17	0000066356	C	1	09/28/2017	JOHN BURTON ADVOCATES FOR	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	160.00		
				09/26/2017			0000066356										160.00
																	JOHN BURTON ADVOCATES FOR YOUTH
																	160.00
09/26/17	0000066357	A		10/06/2017	THAT'S GREAT NEWS	PLAQUES	Child Development	01.0	00000.0	00000	02700	4550	6920000	17-18	383.90		
				09/26/2017			0000066357										383.90
																	THAT'S GREAT NEWS
																	383.90
09/26/17	0000066358	A		09/26/2017	LONGLEAF SERVICES	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	206.48		
				09/26/2017			0000066358										206.48
																	LONGLEAF SERVICES
																	206.48
09/26/17	0000066359	A		09/26/2017	RAN GRAPHICS	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	17-18	553.51		

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						<b>09/26/2017</b>	<b>0000066359</b>	<b>RAN GRAPHICS</b>							<b>553.51</b>	
09/26/17	0000066360	A		09/26/2017	RAN GRAPHICS	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	17-18	982.86	
						<b>09/26/2017</b>	<b>0000066360</b>	<b>RAN GRAPHICS</b>							<b>982.86</b>	
09/27/17	0000066361	C		09/27/2017	STRATA FOREST PRODUCTS	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	320.10	
						<b>09/27/2017</b>	<b>0000066361</b>	<b>STRATA FOREST PRODUCTS</b>							<b>320.10</b>	
09/27/17	0000066362	P		09/27/2017	AMAZON	TOYS AND GAMES	Child Development	01.3	00000.0	00000	70780	4320	6920000	17-18	139.96	
						<b>09/27/2017</b>	<b>0000066362</b>	<b>AMAZON</b>							<b>139.96</b>	
09/27/17	0000066363	A		09/27/2017	RED EYE MEDIA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	256.07	
						<b>09/27/2017</b>	<b>0000066363</b>	<b>RED EYE MEDIA</b>							<b>256.07</b>	
09/27/17	0000066364	A		09/27/2017	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	71200	73330	4550	6190000	17-18	683.75	
						<b>09/27/2017</b>	<b>0000066364</b>	<b>DIVERSIFIED BUSINESS SERVICES</b>							<b>683.75</b>	
09/27/17	0000066365	A		10/02/2017	POST UP STAND	MISCELLANEOUS	Health	01.3	00000.0	04500	70200	5830	1200000	17-18	190.68	
						<b>09/27/2017</b>	<b>0000066365</b>	<b>POST UP STAND</b>							<b>190.68</b>	
09/27/17	0000066366	A		10/04/2017	AMMO BROTHERS	INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	3,495.95	
						<b>09/27/2017</b>	<b>0000066366</b>	<b>AMMO BROTHERS</b>							<b>3,495.95</b>	
09/27/17	0000066367	A		09/27/2017	RAN GRAPHICS	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5830	6010000	17-18	695.63	
						<b>09/27/2017</b>	<b>0000066367</b>	<b>RAN GRAPHICS</b>							<b>695.63</b>	
09/27/17	0000066368	A		09/27/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	17-18	2,351.57	

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						09/27/2017	0000066368									2,351.57
09/27/17	0000066369	A		09/27/2017	SAMY 'S CAMERA	LABORATORY SUPP/EQUIP	Photography	01.0	00000.0	00100	02520	4325	1063000	17-18	1,376.10	
						09/27/2017	0000066369									1,376.10
09/27/17	0000066370	A		10/04/2017	HIROHAMA, STEVEN	FILM PROCESSING SUPP/EQUIP	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	78.01	
						09/27/2017	0000066370									78.01
09/27/17	0000066371	A		10/04/2017	HOPPE-NAGAO, ANGELA	REIMBURSEMENT	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	151.93	
						09/27/2017	0000066371									151.93
09/27/17	0000066372	A		09/27/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	168.30	
						09/27/2017	0000066372									168.30
09/27/17	0000066373	A		09/29/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	17-18	29,960.95	
						09/27/2017	0000066373									29,960.95
09/27/17	0000066374	P		09/28/2017	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	17-18	108.90	
						09/27/2017	0000066374									108.90
09/27/17	0000066375	A		10/04/2017	CASTRO, MONICA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	17-18	108.82	
						09/27/2017	0000066375									108.82
09/27/17	0000066376	A		10/05/2017	ENGINEERICA SYSTEMS INC	SUBSCRIPTIONS	Tutoring	01.0	00000.0	00000	01220	6310	6491000	17-18	1,235.00	
						09/27/2017	0000066376									1,235.00
09/27/17	0000066377	A	1	09/29/2017	DATA-CONNECT	ELECTRICAL SUPP/EQUIP	Parking	39.5	00000.0	00000	79800	5640	6950000	17-18	868.00	

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						<b>09/27/2017</b>	<b>0000066377</b>				<b>DATA-CONNECT</b>					<b>868.00</b>
09/27/17	0000066378	C		09/27/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	400.00	
						<b>09/27/2017</b>	<b>0000066378</b>				<b>CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED</b>					<b>400.00</b>
09/27/17	0000066379	A	1	10/02/2017	SAV ON INTERNATIONAL	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	6450	2201000	17-18	1,471.29	
						<b>09/27/2017</b>	<b>0000066379</b>				<b>SAV ON INTERNATIONAL FIXTURE CO., INC.</b>					<b>1,471.29</b>
09/27/17	0000066380	A		09/27/2017	BANK OF AMERICA	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	441.14	
						<b>09/27/2017</b>	<b>0000066380</b>				<b>BANK OF AMERICA</b>					<b>441.14</b>
09/27/17	0000066381	A		10/04/2017	4C/SD	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	175.00	
						<b>09/27/2017</b>	<b>0000066381</b>				<b>4C/SD</b>					<b>175.00</b>
09/28/17	0000066382	A		09/28/2017	MANUFACTURING SKILL STANDARDS	CONTRACTED SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	5810	0900000	17-18	315.00	
						<b>09/28/2017</b>	<b>0000066382</b>				<b>MANUFACTURING SKILL STANDARDS COUNCIL</b>					<b>315.00</b>
09/28/17	0000066383	A		09/28/2017	COMPVIEW	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	9,168.26	
						<b>09/28/2017</b>	<b>0000066383</b>				<b>COMPVIEW</b>					<b>9,168.26</b>
09/28/17	0000066384	A		09/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	628.14	
						<b>09/28/2017</b>	<b>0000066384</b>				<b>GOLDEN STAR TECHNOLOGY INC.</b>					<b>628.14</b>
09/28/17	0000066385	A		10/04/2017	MARTINEZ, LAURA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72004	4550	6190000	17-18	414.94	
						<b>09/28/2017</b>	<b>0000066385</b>				<b>MARTINEZ, LAURA</b>					<b>414.94</b>
09/28/17	0000066386	C		09/28/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	241.72	

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						<b>09/28/2017</b>	<b>0000066386</b>									<b>241.72</b>
09/28/17	0000066387	A		09/28/2017	ULINE	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	17-18	311.21	
						<b>09/28/2017</b>	<b>0000066387</b>									<b>311.21</b>
09/28/17	0000066388	A		09/28/2017	ULINE	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	17-18	413.94	
						<b>09/28/2017</b>	<b>0000066388</b>									<b>413.94</b>
09/28/17	0000066389	X	1	10/05/2017	PATTON SALES CORP	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	17-18	274.44	
						<b>09/28/2017</b>	<b>0000066389</b>									<b>274.44</b>
09/28/17	0000066390	A		09/28/2017	KLEIN EDUCATIONAL SYSTEMS, INC	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	11,843.27	
						<b>09/28/2017</b>	<b>0000066390</b>									<b>11,843.27</b>
09/28/17	0000066391	A		09/28/2017	TINIUS OLSEN TESTING MACHINE	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	27,535.86	
						<b>09/28/2017</b>	<b>0000066391</b>									<b>27,535.86</b>
09/28/17	0000066392	A		09/28/2017	HYDRO DIP STORE	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	4320	0900000	17-18	2,239.63	
								01.3	00000.0	00000	70265	6450	0900000	17-18	1,966.50	
						<b>09/28/2017</b>	<b>0000066392</b>									<b>4,206.13</b>
09/28/17	0000066393	A		09/28/2017	ROBAINA DIRECT LLC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	8,734.54	
								01.3	00000.0	01000	71646	6450	0900000	17-18	6,740.74	
						<b>09/28/2017</b>	<b>0000066393</b>									<b>15,475.28</b>
09/28/17	0000066395	A		09/28/2017	ROBAINA DIRECT LLC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	4,910.79	
						<b>09/28/2017</b>	<b>0000066395</b>									<b>4,910.79</b>

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09/28/17	0000066396	A		09/30/2017	BASF CORPORATION	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	4320	0900000	17-18	2,327.03	
				09/28/2017			0000066396			BASF CORPORATION						2,327.03
09/28/17	0000066397	A		09/28/2017	HASCO	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00100	02600	4325	0976000	17-18	599.31	
				09/28/2017			0000066397			HASCO						599.31
09/28/17	0000066398	A		09/28/2017	PATON GROUP	PLASTICS SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	6450	0976000	17-18	2,348.88	
				09/28/2017			0000066398			PATON GROUP						2,348.88
09/28/17	0000066399	A		09/28/2017	KLEIN EDUCATIONAL SYSTEMS, INC	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	10,633.02	
				09/28/2017			0000066399			KLEIN EDUCATIONAL SYSTEMS, INC						10,633.02
09/28/17	0000066400	A		09/28/2017	VIA PROMOTIONALS	MISCELLANEOUS	Counseling-Guid ance	39.0	00000.0	00000	74300	4550	6310000	17-18	624.81	
				09/28/2017			0000066400			VIA PROMOTIONALS						624.81
09/28/17	0000066401	A		09/28/2017	PATTON SALES CORP	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00100	02600	4325	0984000	17-18	1,341.59	
				09/28/2017			0000066401			PATTON SALES CORP						1,341.59
09/28/17	0000066402	A		10/02/2017	ACTEON NORTH AMERICA	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6450	0900000	17-18	17,698.50	
				09/28/2017			0000066402			ACTEON NORTH AMERICA						17,698.50
09/28/17	0000066403	P		09/28/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	International Students	01.0	00000.0	00000	03420	5210	6452000	17-18	334.80	
				09/28/2017			0000066403			BANK OF AMERICA						334.80
09/28/17	0000066404	C		09/28/2017	DIABLO VALLEY COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	17-18	100.00	
				09/28/2017			0000066404			DIABLO VALLEY COLLEGE						100.00

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09/28/17	0000066405	A		09/28/2017	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6410	0900000	17-18	12,399.88	
						09/28/2017	0000066405			VINTAGE KING AUDIO						12,399.88
09/28/17	0000066406	A		09/28/2017	FILABOT	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6450	0900000	17-18	1,364.53	
						09/28/2017	0000066406			FILABOT						1,364.53
09/28/17	0000066407	A		09/28/2017	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	1,041.96	
						09/28/2017	0000066407			WOODCRAFT						1,041.96
09/28/17	0000066409	A		09/28/2017	FORMLABS, INC.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	4320	0900000	17-18	4,477.07	
								01.3	00000.0	00000	70265	6450	0900000	17-18	5,131.48	
								01.3	00000.0	00000	70265	4320	0900000	17-18	-439.75	
						09/28/2017	0000066409			FORMLABS, INC.						9,168.80
09/28/17	0000066410	A		09/28/2017	AIRGAS USA, LLC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	308.87	
						09/28/2017	0000066410			AIRGAS USA, LLC						308.87
09/28/17	0000066411	A		09/28/2017	LECO CORPORATION	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	1,632.63	
								01.3	00000.0	10001	70260	6410	0900000	17-18	11,580.50	
								01.3	00000.0	10001	70260	6410	0900000	17-18	-1,385.25	
						09/28/2017	0000066411			LECO CORPORATION						11,827.88
09/28/17	0000066412	A		09/28/2017	LECO CORPORATION	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6410	0900000	17-18	-1,006.90	
								01.3	00000.0	10001	70260	6410	0900000	17-18	10,052.10	
						09/28/2017	0000066412			LECO CORPORATION						9,045.20
09/28/17	0000066413	A		09/28/2017	LECO CORPORATION	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	463.77	

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09/28/17	0000066413	A		09/28/2017	LECO CORPORATION	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	-57.13	
				<b>09/28/2017</b>			<b>0000066413</b>			<b>LECO CORPORATION</b>						<b>406.64</b>
09/28/17	0000066414	A		09/28/2017	LECO CORPORATION	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6410	0900000	17-18	18,909.00	
				<b>09/28/2017</b>			<b>0000066414</b>			<b>LECO CORPORATION</b>						<b>18,909.00</b>
09/30/17	0000066415	C		09/30/2017	CALIFORNIA BUSINESS	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	149.00	
				<b>09/30/2017</b>			<b>0000066415</b>			<b>CALIFORNIA BUSINESS EDUCATION ASSOC, INC</b>						<b>149.00</b>
09/30/17	0000066416	A		09/30/2017	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02321	72000	5210	6190000	17-18	75.00	
				<b>09/30/2017</b>			<b>0000066416</b>			<b>ASSOCIATION OF COMMUNITY &amp; CONTINUING ED</b>						<b>75.00</b>
09/30/17	0000066417	C		09/30/2017	CSU CHANNEL ISLANDS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	375.00	
				<b>09/30/2017</b>			<b>0000066417</b>			<b>CSU CHANNEL ISLANDS</b>						<b>375.00</b>
09/30/17	0000066418	P		09/30/2017	AMAZON	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	17-18	245.98	
				<b>09/30/2017</b>			<b>0000066418</b>			<b>AMAZON</b>						<b>245.98</b>
09/20/17	13P032-04B	A		09/20/2017	ROCKY COAST BUILDERS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6220	7100000	17-18	2,892.00	
				<b>09/20/2017</b>			<b>13P032-04B</b>			<b>ROCKY COAST BUILDERS, INC.</b>						<b>2,892.00</b>
09/20/17	14P006-15B	A		09/20/2017	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6220	7100000	17-18	17,576.40	
								42.1	00000.0	00000	65040	6220	7100000	17-18	163,048.68	
				<b>09/20/2017</b>			<b>14P006-15B</b>			<b>INLAND BUILDING CONSTRUCTION CO., INC</b>						<b>180,625.08</b>
09/13/17	16C0103A	A		09/13/2017	DIGICAL	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	2,400.00	
				<b>09/13/2017</b>			<b>16C0103A</b>			<b>DIGICAL</b>						<b>2,400.00</b>

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09/28/17	16C0170A	A		09/28/2017	CERRITOS COLLEGE FOUNDATION, THE	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	3,600.00	
				09/28/2017			16C0170A									3,600.00
09/05/17	16C0201	C		09/05/2017	NORWALK-LA MIRADA USD	CONTRACTED SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	5610	6725000	17-18	1.00	
				09/05/2017			16C0201									1.00
09/25/17	17C0020	A		09/25/2017	LEWITTER, MICHAEL	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	17-18	2,500.00	
				09/25/2017			17C0020									2,500.00
09/11/17	17C0043	A		09/11/2017	COMPUTERLAND - SILICON VALLEY	CONTRACTED SERVICES	Management Information	01.0	00000.0	00000	02210	5810	6780000	17-18	85,700.00	
				09/11/2017			17C0043									85,700.00
09/01/17	17C0049	A		09/01/2017	HAZMECASO SOLUTIONS, INC.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	72004	5810	6190000	17-18	10,000.00	
				09/01/2017			17C0049									10,000.00
09/20/17	17C0054	A		09/20/2017	RED ROOSTER DESIGN	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	5810	6710000	17-18	19,200.00	
				09/20/2017			17C0054									19,200.00
09/20/17	17C0055	A		09/20/2017	RED ROOSTER DESIGN	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	5810	6710000	17-18	17,500.00	
				09/20/2017			17C0055									17,500.00
09/25/17	17FC0009	A		09/25/2017	FENESTRATION TESTING LAB	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6130	7100000	17-18	41,107.50	
				09/25/2017			17FC0009									41,107.50
09/07/17	17FC0012	A		09/07/2017	KUNZIK & SARA CONSTRUCTION,	CONTRACTED SERVICES	Physical Property-Related	41.0	00000.0	00000	73870	6130	7100000	17-18	33,167.00	
				09/07/2017			17FC0012									33,167.00

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09/25/17	17FC0013	A		09/25/2017	COMMERCIAL DOOR OF LOS ANGELES	MISCELLANEOUS	Division Office	01.0	00000.0	00000	02600	6410	0951000	17-18	40,352.00	
				09/25/2017			17FC0013				COMMERCIAL DOOR OF LOS ANGELES COUNTY, I					40,352.00
09/21/17	17FC0014	A		09/21/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	43,495.00	
				09/21/2017			17FC0014				INTEGRATED INTERIORS, INC.					43,495.00
09/12/17	17FC0015	A		09/12/2017	UNDERGROUND SERVICE COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6130	7100000	17-18	23,250.00	
				09/12/2017			17FC0015				UNDERGROUND SERVICE COMPANY					23,250.00
09/12/17	17FC0016	A		09/12/2017	UNDERGROUND SERVICE COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65061	6130	7100000	17-18	23,950.00	
				09/12/2017			17FC0016				UNDERGROUND SERVICE COMPANY					23,950.00
09/21/17	17FC0017	A		09/21/2017	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6130	7100000	17-18	18,701.00	
				09/21/2017			17FC0017				VERNE'S PLUMBING					18,701.00
09/26/17	17P001	A		09/26/2017	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6220	7100000	17-18	159,360.00	
				09/26/2017			17P001				RDM ELECTRIC CO., INC.					159,360.00
09/01/17	65390A	A		09/01/2017	PATTERSON DENTAL COMPANY	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	4320	0900000	17-18	460.10	
				09/01/2017			65390A				PATTERSON DENTAL COMPANY					460.10
09/14/17	65444A	C		09/14/2017	RAN GRAPHICS	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4390	6016000	17-18	4,694.21	
				09/14/2017			65444A				RAN GRAPHICS					4,694.21
09/19/17	65925A	P		09/19/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Sculpture	01.0	00000.0	00100	02520	4325	1002200	17-18	103.19	
				09/19/2017			65925A				BANK OF AMERICA					103.19

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/20/17	66046A	P		09/20/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	1,299.99	
						<b>09/20/2017</b>	<b>66046A</b>	<b>AMAZON</b>								<b>1,299.99</b>
09/23/17	66107A	C		09/23/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	17-18	226.76	
						<b>09/23/2017</b>	<b>66107A</b>	<b>BANK OF AMERICA</b>								<b>226.76</b>
09/20/17	66126A	P		09/20/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	99.27	
						<b>09/20/2017</b>	<b>66126A</b>	<b>AMAZON</b>								<b>99.27</b>
09/11/17	APO170079A	A		09/11/2017	AAA ELECTRICAL SUPPLY, INC.	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	5,000.00	
						<b>09/11/2017</b>	<b>APO170079A</b>	<b>AAA ELECTRICAL SUPPLY, INC.</b>								<b>5,000.00</b>
09/11/17	APO170080A	A		09/11/2017	ACOUSTICAL MATERIAL SERVICES	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	1,500.00	
						<b>09/11/2017</b>	<b>APO170080A</b>	<b>ACOUSTICAL MATERIAL SERVICES</b>								<b>1,500.00</b>
09/05/17	APO170112A	A		09/05/2017	ECOLAB FOOD SAFETY	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	17-18	300.00	
						<b>09/05/2017</b>	<b>APO170112A</b>	<b>ECOLAB FOOD SAFETY SPECIALTIES</b>								<b>300.00</b>
09/08/17	APO170131A	A		09/11/2017	ALL AMERICAN TROPHY	SIGNS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	500.00	
						<b>09/08/2017</b>	<b>APO170131A</b>	<b>ALL AMERICAN TROPHY</b>								<b>500.00</b>
09/11/17	APO170132A	A		09/11/2017	ALLEN TIRE COMPANY	TIRES AND TUBES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	600.00	
							Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	600.00	
							Custodial Services	01.0	00000.0	00000	04400	4550	6530000	17-18	600.00	
						<b>09/11/2017</b>	<b>APO170132A</b>	<b>ALLEN TIRE COMPANY</b>								<b>1,800.00</b>
09/02/17	APO170402	A		09/02/2017	PAPER RECYCLING & SHREDDING	CONTRACTED SERVICES	Instructional Office	01.0	00000.0	00000	02100	5810	6016000	17-18	121.00	

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

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018  
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						<b>09/02/2017</b>	<b>APO170402</b>	<b>PAPER RECYCLING &amp; SHREDDING SPECIALISTS</b>								<b>121.00</b>
09/05/17	APO170403	A		09/05/2017	OFFICE MAX - A BOISE COMPANY	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	17-18	4,000.00	
						<b>09/05/2017</b>	<b>APO170403</b>	<b>OFFICE MAX - A BOISE COMPANY</b>								<b>4,000.00</b>
09/05/17	APO170404	A		09/05/2017	SMART & FINAL IRIS	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	5550	0806000	17-18	300.00	
						<b>09/05/2017</b>	<b>APO170404</b>	<b>SMART &amp; FINAL IRIS</b>								<b>300.00</b>
09/05/17	APO170405	A		09/05/2017	HOME DEPOT CREDIT SERVICES	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	17-18	600.00	
						<b>09/05/2017</b>	<b>APO170405</b>	<b>HOME DEPOT CREDIT SERVICES</b>								<b>600.00</b>
09/05/17	APO170406	A		09/05/2017	LEXISNEXIS	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	5810	1400000	17-18	4,368.00	
						<b>09/05/2017</b>	<b>APO170406</b>	<b>LEXISNEXIS</b>								<b>4,368.00</b>
09/06/17	APO170407	A		09/07/2017	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	600.00	
						<b>09/06/2017</b>	<b>APO170407</b>	<b>FOLLETT BOOKSTORE #603</b>								<b>600.00</b>
09/06/17	APO170408	A		09/07/2017	SMART & FINAL IRIS	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	600.00	
						<b>09/06/2017</b>	<b>APO170408</b>	<b>SMART &amp; FINAL IRIS</b>								<b>600.00</b>
09/06/17	APO170409	A		09/07/2017	FRANTONE'S PIZZA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	200.00	
						<b>09/06/2017</b>	<b>APO170409</b>	<b>FRANTONE'S PIZZA</b>								<b>200.00</b>
09/11/17	APO170410	A		09/11/2017	NRG MAINTENANCE COMPANY	CONTRACTED SERVICES	Adult Education	41.0	00000.0	00000	73860	5810	6980000	17-18	7,200.00	
						<b>09/11/2017</b>	<b>APO170410</b>	<b>NRG MAINTENANCE COMPANY</b>								<b>7,200.00</b>
09/07/17	APO170411	A		09/07/2017	FOLLETT BOOKSTORE #603	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	50.00	

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

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

PO Date	PO #	Stat	Change		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
			Ord#	Date												
						<b>09/07/2017</b>	<b>APO170411</b>	<b>FOLLETT BOOKSTORE #603</b>							<b>50.00</b>	
09/05/17	APO170412	A	1	09/26/2017	GYMASTER FITNESS	MISCELLANEOUS	PE Academy	01.0	00000.0	00000	02560	5630	0805000	17-18	2,357.30	
							Physical Education	01.0	00000.0	00000	02560	5630	0806000	17-18	3,142.70	
						<b>09/05/2017</b>	<b>APO170412</b>	<b>GYMASTER FITNESS</b>							<b>5,500.00</b>	
09/13/17	APO170413	A		09/14/2017	PAPER RECYCLING & SHREDDING	CONTRACTED SERVICES	Letters	01.0	00000.0	00000	02550	5810	1551000	17-18	140.00	
						<b>09/13/2017</b>	<b>APO170413</b>	<b>PAPER RECYCLING &amp; SHREDDING SPECIALISTS</b>							<b>140.00</b>	
09/14/17	APO170414	A		09/14/2017	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	4320	1400000	17-18	115.00	
						<b>09/14/2017</b>	<b>APO170414</b>	<b>FOLLETT BOOKSTORE #603</b>							<b>115.00</b>	
09/14/17	APO170415	A		09/14/2017	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	5810	1400000	17-18	132.00	
						<b>09/14/2017</b>	<b>APO170415</b>	<b>PAPER RECYCLING &amp; SHREDDING SPECIALISTS</b>							<b>132.00</b>	
09/19/17	APO170416	A		09/20/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	1,000.00	
						<b>09/19/2017</b>	<b>APO170416</b>	<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>							<b>1,000.00</b>	
09/19/17	APO170417	A		09/20/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	1,500.00	
						<b>09/19/2017</b>	<b>APO170417</b>	<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>							<b>1,500.00</b>	
09/19/17	APO170418	A		09/20/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	5,911.98	
						<b>09/19/2017</b>	<b>APO170418</b>	<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>							<b>5,911.98</b>	
09/19/17	APO170419	A		09/20/2017	PAPER RECYCLING & SHREDDING	CONTRACTED SERVICES	Financial Aid Administration	01.3	00000.0	00000	71120	5810	6460000	17-18	528.00	
						<b>09/19/2017</b>	<b>APO170419</b>	<b>PAPER RECYCLING &amp; SHREDDING SPECIALISTS</b>							<b>528.00</b>	

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\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

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

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
09/21/17	APO170420	A		10/04/2017	CYRACOM	TELEPHONE SUPP/EQUIP/SYSTEM	Health Services	69.0	00000.0	00000	03310	5540	6440000	17-18	300.00	
						<b>09/21/2017</b>	<b>APO170420</b>			<b>CYRACOM</b>						<b>300.00</b>
09/26/17	APO170421	A		09/27/2017	RODGER'S CATERING	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	3,500.00	
						<b>09/26/2017</b>	<b>APO170421</b>			<b>RODGER'S CATERING</b>						<b>3,500.00</b>
09/26/17	APO170422	A		09/27/2017	FRANTONE'S PIZZA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	1,500.00	
						<b>09/26/2017</b>	<b>APO170422</b>			<b>FRANTONE'S PIZZA</b>						<b>1,500.00</b>
09/26/17	APO170423	A		09/27/2017	RODGER'S CATERING	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	4,000.00	
						<b>09/26/2017</b>	<b>APO170423</b>			<b>RODGER'S CATERING</b>						<b>4,000.00</b>
09/26/17	APO170424	A		09/27/2017	RODGER'S CATERING	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	17-18	1,000.00	
						<b>09/26/2017</b>	<b>APO170424</b>			<b>RODGER'S CATERING</b>						<b>1,000.00</b>
09/26/17	APO170425	A		09/27/2017	SMART & FINAL IRIS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	17-18	500.00	
						<b>09/26/2017</b>	<b>APO170425</b>			<b>SMART &amp; FINAL IRIS</b>						<b>500.00</b>
09/28/17	APO170426	A		09/28/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	1,500.00	
						<b>09/28/2017</b>	<b>APO170426</b>			<b>OFFICE DEPOT/BUSINESS SVCS DIV</b>						<b>1,500.00</b>

<b>Total by District : 64360</b>	<b>1,897,381.53</b>	<b>1,897,381.53</b>
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End of Report LAPO009C

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

\* Prior Year Payments

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 33**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<b>SUBJECT:      Consideration of Approval of Contracts for the Month of September 2017</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the contracts that were processed during the month of September 2017.

**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 September 2017 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)**

September 2017 – Contracts

**Consideration of Approval of New/Amended Contracts  
for the Month of September 2017**

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
17C0052	Pacific Asian Counseling Services	Contractor to provide students with field experience tasks for a mental health agency.	09/01/17	06/30/19	No Cost	BHSS
17C0053	Enki Health & Research Systems, Inc.	Contractor to provide students with field experience tasks for a mental health agency.	09/01/17	06/30/19	No Cost	BHSS
17C0054	Red Rooster Design	Contractor to provide website administration services	09/18/17	02/28/18	\$19,200.00	Public Affairs
17C0055	Red Rooster Design	Contractor to provide website design services	09/18/17	12/11/17	\$17,500.00	Public Affairs
17C0056	Chancellor's Office for the California Comm. Colleges	COTOP - Chancellors Office Tax Offset Program	10/01/17	12/20/18	No Cost	Financial Aid
17C0057	ABC Unified School District	Contractor to provide school bus transportation for Manufacturing Day and/or Senior Preview Day on campus	10/01/17	06/30/18	\$500.00	Technology
17C0058	Gilio-Whitaker, Dina	Contractor to serve as a guest speaker for the Student Conference on Environmental Justice and Indigenous Communities	10/26/17	10/26/17	\$1,000.00	Philosophy
17C0059	White Memorial Medical Center dba Adventist Health White Memorial	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program.	09/19/17	09/19/21	No Cost	Health Occupations
17C0060	Nissei America, Inc.	Rental Agreement for Machine Model NEX5IV-5EG	10/01/17	09/30/18	No Cost	Technology Division

\*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 September 2017**

<b>CONSTRUCTION RELATED CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
17FC0015	Underground Service Co	Contractor to provide utility location services for the Shade Structures project	09/02/17	06/30/18	\$23,250.00	Facilities
17FC0016	Underground Service Co	Contractor to provide utility location services for the Performing Arts Complex project	09/02/17	06/30/18	\$23,950.00	Facilities
17FC0017	Verne's Plumbing, Inc.	Contractor to provide labor and materials to cap off the existing water and gas piping and re-route the existing fire hydrant at the fire lane.	09/11/17	06/30/18	\$18,701.00	Facilities
17FC0018	Inland Building Construction Companies, Inc.	Contractor to haul off debris, install cover, re-compact soil and install concrete walkway as needed for work on a Communication Bunker	09/22/17	06/30/18	\$34,665.00	Facilities
17FC0019	Verne's Plumbing	Contractor to provide labor and materials to install a 4" wide trench drain at the existing red ribbon at the west entrance of the Applied Sciences Building at the Astro Plaza	09/22/17	06/30/18	\$17,995.00	Facilities
15P010-02	TSG Enterprises dba The Solis Group	Amendment No. 2 – Contractor to provide additional labor compliance services for the Multi-Purpose Fire Alarm project	11/01/17	02/28/18	\$1,577.00	Facilities

**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

<b>SUBJECT:        Consideration of Approval of Master Agreement with Erickson Law Firm                          A.P.C. for Legal Services</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the Master Agreement with Erickson Law Firm A.P.C. for legal services.

**FISCAL IMPACT**

Funding will be allocated from the general fund and/or GO Bond funds, as appropriate; the Human Resources department will primarily utilize the agreement with Erickson Law Firm A.P.C. for a variety of legal services.

**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**

**ERICKSON LAW FIRM A.P.C.**

**MASTER AGREEMENT FOR LEGAL SERVICES**

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Erickson Law Firm A.P.C. (“Erickson”), for legal services as required by Cerritos College. Legal services provided by Erickson include, but are not limited to, collective bargaining, providing advice, recommendations, and legal opinions, and representing the District as counsel of record in administrative or court proceedings. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below. Staff finds the rates as proposed by Erickson for the Master Agreement fair and reasonable for the services to be provided.

<b>Description</b>	<b>Proposed Rates</b>
Attorney	\$185.00 per hour
Attorney (Reimbursable State mandated cost matters)	\$135.00 per hour
Law Clerks	\$125.00 per hour
Paralegals	\$105.00 per hour

Period: The time period of the agreement is from November 16, 2017 through June 30, 2020.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 17C0070 – Erickson Law Firm A.P.C.



**AGREEMENT FOR PROFESSIONAL SERVICES**

**LEGAL**

**Contract No. 17C0070**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **November 16, 2017**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **ERICKSON LAW FIRM A.P.C.** (the "FIRM").

**RECITALS**

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

**AGREEMENT**

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

**1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin on **November 16, 2017** and shall continue thereafter until **June 30, 2020** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

**2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

**3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

- a. **Supervising Attorney:** The FIRM appoints **Rex Randall Erickson** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the

substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

#### **4. THE DISTRICT'S RESPONSIBILITIES:**

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### **5. COMPENSATION:**

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement.

After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are \$.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- d. Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request. The original invoice shall be submitted to the DISTRICT as follows.
- f. Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## **6. TERMINATION:**

- a. Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
  - ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.
- b. **Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.
- c. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- d. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**CERRITOS COMMUNITY COLLEGE  
DISTRICT:**

Representative: Felipe R. Lopez  
Vice President of Business Services  
Tel: (562) 860-2451 x 2242

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

Fax: (562) 467-5020

**FIRM:**

Representative: Rex Randall Erickson  
*(Name & Title)*  
Tel: (619) 231-9920

For Notices: Erickson Law Firm A.P.C.  
225 Broadway, Suite 1450  
San Diego, CA 92101

Fax: (619) 231-8529

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), in connection with the FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

- i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
- ii. The above insurance must be provided or written on an occurrence basis.
- b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.
- c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.
- d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
- e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**12. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall

indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

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

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

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

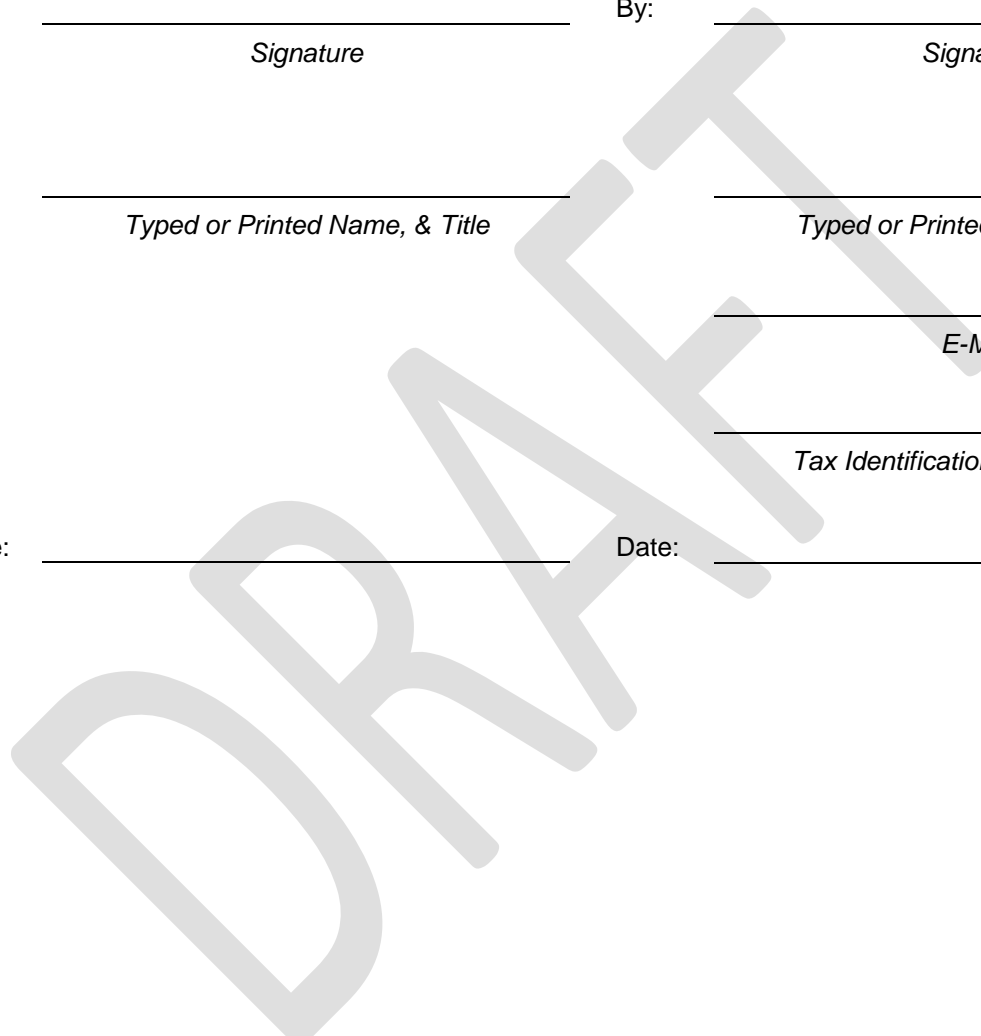
\_\_\_\_\_  
*Typed or Printed Name, & Title*

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

\_\_\_\_\_  
*Tax Identification Number (EIN)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# ATTACHMENT "A"

TO

## AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL DISTRICT BILLING REQUIREMENTS

### A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

### B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted;

Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

**D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such

as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** No charge for telephone calls with administrators and board members on non-mandated matters less than 15 minutes. **FAX:** No charge for incoming or outgoing FAX. No per-page fax charge.

**E. Travel**

The Firm shall not charge for travel time. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

**F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Cost of telephone calls and all cellular phone charges; (2) Fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling

documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing.); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed;

(16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

DRAFT

**ATTACHMENT "B"**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL**

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Attorneys</b>	<b>Per Hour Rate</b>
Attorney	\$185.00
Attorney (Reimbursable State mandated cost matters)	\$135.00

No Charge for phone calls on non-mandated cost matters with administrators and board members lasting less than 15 minutes.

<b>Paralegals</b>	<b>Per Hour Rate</b>
Law Clerks	\$125.00
Paralegals	\$105.00

**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

<b>SUBJECT:</b> <b>Consideration of Ratification of the Agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs</b>
--

**ACTION**

It is recommended that the Board of Trustees ratify the agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs.

**FISCAL IMPACT**

Cerritos College will receive funding in the amount of \$34,899 plus travel expenses; funding is made possible through a California State Department of Education grant received by Chabot-Las Positas Community College District.

**REPORT SUMMARY**

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

**SERVICES – NEW**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
EARLY CHILDHOOD MENTOR PROGRAMS**

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

Purpose: Cerritos College wishes to enter into an agreement with Chabot-Las Positas Community College District to implement Early Childhood Mentor Programs. Cerritos College will be designated as a local coordinator to recruit and select experienced child care providers and directors to be mentors, who will then be enrolled in mentor classes. This program is a support system for community child care center directors and teachers.

Period: The time period will be from August 1, 2017 through July 31, 2018.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Contract No. 17C0063 – Chabot-Las Positas Community College District Agreement

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of September 20, 2017, for the contract term beginning August 1, 2017, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Cerritos College/Cerritos Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to Agenda Item No. 4.5. for Tuesday, October 3, 2017.

Appropriation or Grant Number CN170146

**RECITALS:**

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on August 1, 2017 and terminate July 31, 2018 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to

be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this 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, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

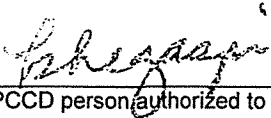
20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By:   
Signature of CLPCCD person authorized to execute agreement

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

Print Name: Lorenzo Legaspi

Print Name: \_\_\_\_\_

Title: Vice Chancellor of Business Services

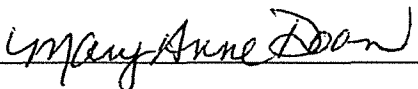
Title: \_\_\_\_\_

Date: 10/9/17

Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Recommended By:

Signature: 

Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

Date: September 20, 2017



**Attachment A**  
**Cerritos College/Cerritos Community College District**  
**August 1, 2017 – July 31, 2018**

Cerritos College will take the lead in the Cerritos/Rio Hondo Regional Early Childhood Mentor Program. In addition to Cerritos College, the Cerritos/Rio Hondo Regional Early Childhood Mentor Program includes one college(s): Rio Hondo College. A Regional Program requires individual contracts between each participating College/District and the Chabot-Las Positas Community College District.

A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:

1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
2. Travel expenses for the Contractor's Regional Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
3. \$2,632 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Regional Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2017-2018 contract year.
4. \$5,575 for the Contractor's Regional Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner. Payments for those serving as Coordinators for other institutions in the Regional Program shall be allocated in the following manner:

\$500 each for the Rio Hondo College Coordinator(s)

5. Up to \$1,675 for a \$250 honorarium per person for up to 12 Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the *Program Administration Scale (PAS)* or the *Business Administration Scale (BAS)*, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.

6. \$23,133 in stipend support for 15 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
- Practicum placement(s) for mentoring practicum students placed with Mentors
  - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
  - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
  - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
  - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
  - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
  - Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
  - Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
  - Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers
7. \$300 for materials for Mentors and Director Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Regional Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.

6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 12 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1<sup>st</sup> of each contract year**.
12. Notifying all new and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.

20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

#### Placements and Stipend Activities

21. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
22. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
23. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
24. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
25. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
  - Mentor-protégé contracts for Post-Practicum placements;
  - Mentor-student contracts for Individual Student Mentoring;
  - Hourly Mentoring Record stipends for short-term mentoring services;
  - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
  - Director Mentor-protégé director contracts for Director placements;
  - Hourly Director Mentoring Record stipends for short-term mentoring services;
  - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
26. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Payments

27. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **December 1st of each contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
28. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15<sup>th</sup> of each contract year**.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely or accurate manner.
32. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.

33. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
34. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
35. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Evaluations

36. Facilitating program evaluation.
37. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

#### Agreements and Reports

38. Completing and submitting to the District Quarterly Reports as follows:
  - First Quarter: August 1 to October 31, due **October 31<sup>st</sup> of each contract year**
  - Second Quarter: November 1 to January 31, due **January 31<sup>st</sup> of each contract year**
  - Third Quarter: February 1, to April 30, due **April 30<sup>th</sup> of each contract year**
39. Completing and submitting to the District all Annual Reporting materials on or before **June 15<sup>th</sup> of each contract year**.

#### Mentor Program Meetings

40. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
41. Facilitating the selection of eligible participants for the annual Mentor Institute.

#### Maintaining Records

42. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
  43. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
  2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
  3. Two years of experience as a classroom teacher or family child care provider.
  4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.

5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
  6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self-study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).
- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:
1. Three years of experience as a director or site supervisor in a child development program (current or prior).
  2. Successful completion of a Director Mentor Information Session/Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
  3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) review, a QRIS Tier Rating (where applicable), and references.
  4. Completion of a *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
  2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.
- H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 36**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018</b></p>
--

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2017-2018.

**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 – AMENDMENT**

**CALIFORNIA DEPARTMENT OF EDUCATION**

**CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2017-2018**

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

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education (“CDE”) under the California State Preschool Program whereby CDE will reimburse Cerritos College to provide preschool education services/programs. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. CDE proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2017-2018 to provide preschool education services for a MRA of \$945,285, which is a \$109,133 increase in revenue to Cerritos College from the previously approved amount of \$836,152. The amendment also provides for an increase in funding to \$45.73 per child per day of full time enrollment from the previously approved amount of \$40.45 per child per day of full time enrollment.

Period: The time period of the agreement remains unchanged and is July 1, 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. 17C0008 – California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2017-2018

Draft of Contract No. 17C0008 - California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2017-2018



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 17 - 18**

**Amendment 01**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7162

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 19-6436-00-7

**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2017 designated as number CSPP-7162 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$836,152.00 and inserting \$945,285.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$40.45 and inserting \$45.73 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be 20,671.0. (No change)

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

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

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING <b>VALARIE BLISS,</b>		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE <b>CONTRACT MANAGER</b>		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <b>109,133</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Child Development Programs</b>	FUND TITLE <b>General</b>		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <b>836,152</b>	(OPTIONAL USE) <b>0656 23038-6436</b>					
TOTAL AMOUNT ENCUMBERED TO DATE \$ <b>945,285</b>	ITEM <b>30.10.010.</b>	CHAPTER <b>B/A</b>	STATUTE <b>2017</b>			FISCAL YEAR <b>2017-2018</b>
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>702 SACS: Res-6105 Rev-8590</b>					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 17 - 18**

**DATE:** July 01, 2017

**CONTRACT NUMBER:** CSPP-7162

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 19-6436-00-7

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; 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 this 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, 2017 through June 30, 2018. 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 \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$836,152.00.

**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 and 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 (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE CONTRACT MANAGER		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 836,152	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6436		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 836,152	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		

**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

<b>SUBJECT:      Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018</b>
--

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2017-2018.

**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 general funds will be used.

**REPORT SUMMARY**

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

**SERVICES – AMENDMENT**

**CALIFORNIA DEPARTMENT OF EDUCATION**

**GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR FISCAL YEAR 2017-2018**

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. CDE proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2017-2018 to general child care and development programs for a MRA of \$195,710, which is a \$22,568 increase in revenue to Cerritos College from the previously approved amount of \$173,142. The amendment also provides for an increase in funding to \$45.44 per child per day of full time enrollment from the previously approved amount of \$40.20 per child per day of full time enrollment.

Period: The time period of the agreement remains unchanged and is July 1, 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. 17C0009 – California Department of Education, General Child Care and Development Programs (CCTR), Fiscal Year 2017-2018

Draft of Contract No. 17C0009 - California Department of Education, General Child Care and Development Programs (CCTR), Fiscal Year 2017-2018



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

DRAFT

F.Y. 17 - 18

Amendment 01

DATE: July 01, 2017

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-7073

Budget Act/Rate Increase

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 19-6436-00-7

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2017 designated as number CCTR-7073 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$173,142.00 and inserting \$195,710.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$40.20 and inserting \$45.44 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 4,307.0. (No change)

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

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

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE CONTRACT MANAGER		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,568	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 173,142	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 195,710	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
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			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

**DRAFT**

CONTRACT NUMBER: CCTR-7073

*Amendment 01*

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 50,123	(OPTIONAL USE)0656 13609-6436	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,123	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 23,039	(OPTIONAL USE)0656 15136-6436	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,039	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,568	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 99,980	(OPTIONAL USE)0656 23254-6436			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 122,548	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	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	



DATE: July 01, 2017

CONTRACT NUMBER: CCTR-7073

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 19-6436-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this 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, 2017 through June 30, 2018. 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 \$40.20 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$173,142.00.

SERVICE REQUIREMENTS

Table with 2 columns: Requirement Name, Value. Rows: 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 and 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 (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, amounts, program details, and certification.

**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

**CONTRACT NUMBER:** CCTR-7073

**DRAFT**

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,123	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6436	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,123	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 23,039	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6436	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,039	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 99,980	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6436			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 99,980	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	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: **November 15, 2017**

**Agenda Item No. 38**

**FROM:**

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

**REVIEWED BY:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:        Consideration of Approval of Project Assignment Agreement No. 11 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Performing Arts Center Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 11 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Performing Arts Center project.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$933,582; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

**REPORT SUMMARY**

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

**PROJECT ASSIGNMENT AGREEMENT NO. 11 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE PERFORMING ARTS CENTER PROJECT THE VINEWOOD COMPANY, LLC**

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

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

Project Assignment Agreement No. 11 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Performing Arts Center project funded by GO Bond allocations.

The Vinewood Company, LLC's services includes, but is not limited to, providing daily inspection and reports as a Class 1 and Class 3 Inspector for the Performing Arts Center project.

Period: The time period will be from December 31, 2017 through August 31, 2021.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Draft of Project Assignment Agreement No. 11 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 9 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 8 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 6 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 5 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 4 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 3 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 2 to Contract No. 13P035 – The Vinewood Company, LLC  
Project Assignment Agreement No. 1 to Contract No. 13P035 – The Vinewood Company, LLC  
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC



**PROJECT ASSIGNMENT AGREEMENT NO. 11**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 16, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Performing Arts Center** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR

in accordance with the AGREEMENT.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Performing Arts Center

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT “1” which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT “1”.

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost (“INSPECTION COST”) of **Nine Hundred Thirty Three Thousand Five Hundred Eighty Two and 00/100 (\$933,582.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Cerritos Community College District**

**The Vinewood Company, LLC**

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

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

Print Name: Felipe R. Lopez

Print Name: Howard Mason

Print Title: Vice President Business Services

Print Title: Principal In Charge

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DRAFT

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_ :

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

Employer Identification and/or  
Social Security Number

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

DRAFT

**ATTACHMENT “2”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 28, 2017 regarding Certified DSA Inspection Services Proposed Performing Arts Center Project (6 pages), attached hereto by this reference as “ATTACHMENT 2”.
  
2. Task 1 –
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
 

a. Services	\$783,582.00
b. DIR Wage Increases Allowance	\$50,000,00
c. Overtime Allowance	<u>\$100,000.00</u>
d. Total	\$933,582.00
  
5. Schedule
  - a. December 31, 2017 – August 31, 2021
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b>INSPECTOR CERTIFICATION</b>	<b>ORIGINAL HOURLY RATE(S) PER AGREEMENT</b>	<b>MODIFCATION</b>	<b>CURRENT HOURLY RATE(S)</b>	<b>NOTES</b>
Project Inspector Class 1	\$72.50	\$2.00 (7/15) \$2.85 (8/16) \$2.30 (7/17)	<b>\$79.65</b>	Prevailing wage increase (July 2017).
Project Inspector Class 3	\$62.50	\$2.00 (7/15) \$2.85 (8/16) \$2.30 (7/17)	<b>\$69.65</b>	Prevailing wage increase (July 2017).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the PROJECT. Any future prevailing wage determination increases identified by the DIR are acceptable and have been accounted for by the Allowance identified based upon the average of the last three increases at \$2.38 per hour per year. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above, plus DIR increases, are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 10**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 19, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Social Science Elevator** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Social Science Elevator

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

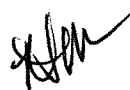
**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Fourteen Thousand Three Hundred Thirteen and 20/100 (\$114,313.20)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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



Dated: Aug 2, 2017

**Cerritos Community College District**


By: 

Print Name: Felipe R. Lopez

Print Title: Vice President of Business Services

Dated: 7/25, 2017

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

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**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_ :

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**

**ATTACHMENT “2”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 23, 2017 regarding Certified DSA Inspection Services Proposed Social Science Elevator Project (2 pages), attached hereto by this reference as “ATTACHMENT 2”.
  
2. Task 1 –
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
 

a. Services	\$ 99,403.20
b. Overtime & Contingency Allowance	<u>\$ 14,910.00</u>
c. Total	\$ 114,313.20
  
5. Schedule
  - a. August 14, 2017 – June 30, 2018
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b>INSPECTOR CERTIFICATION</b>	<b>ORIGINAL HOURLY RATE(S) PER AGREEMENT</b>	<b>MODIFICATION</b>	<b>CURRENT HOURLY RATE(S)</b>	<b>NOTES</b>
Project Inspector Class 1	\$72.50	\$2.00 (7/15) \$2.85 (8/16) \$2.30 (7/17)	<b>\$79.65</b>	Prevailing wage increase (July 2017).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 9**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **April 17, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Stadium Turf Replacement** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Stadium Turf Replacement

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Twenty Four Thousand, Two Hundred Ninety Five and 00/100 (\$24,295.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: May 16, 2017.

**Cerritos Community College District**


By: 

Print Name: Felipe R. Lopez

Print Title: Vice President of Business Services

Dated: 5/2, 2017

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: 260373328 :

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

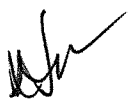
E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**



**ATTACHMENT "2"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 13, 2017 regarding Certified DSA Inspection Services Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 2".
  
2. Task
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
 

a. Services	\$ 21,126.00
b. Overtime & Contingency Allowance	<u>\$ 3,169.00</u>
c. Total	\$ 24,295.00
  
5. Schedule
  - a. May 22, 2017 – October 31, 2017
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b>INSPECTOR CERTIFICATION</b>	<b>ORIGINAL HOURLY RATE(S) PER AGREEMENT</b>	<b>MODIFICATION</b>	<b>CURRENT HOURLY RATE(S)</b>	<b>NOTES</b>
Project Inspector Class 2	\$67.50	\$4.85	<b>\$72.35</b>	Prevailing wage increase (July 2016).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 8**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **August 19, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Multi-Purpose Fire Alarm** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

- A. INSPECTOR shall provide inspection services for the following PROJECT:
  - 1) Multi-Purpose Fire Alarm

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fourteen Thousand One Hundred Ninety and 00/100 Dollars (\$14,190.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

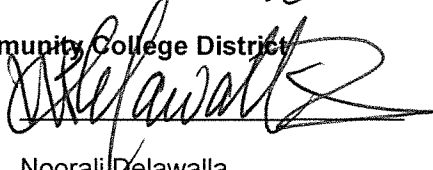
**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 9-1-, 2016

**Cerritos Community College District**

By:



Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: August 30, 2016

**The Vinewood Company, LLC**

By:



Print Name: Howard Mason

Print Title: Principal In Charge

**Information regarding Inspector:**

License No.:  
Address: 1854 Vinewood Street  
La Verne, CA 91750  
Telephone: 909-596-1045  
Facsimile:  
E-Mail: hmtvc@verizon.net

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

260373328  
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.**



**ATTACHMENT "2"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Héctor Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 21, 2016 regarding Certified DSA Inspection Services Proposed Multi-Purpose Fire Alarm Project (2 page), attached hereto by this reference as "ATTACHMENT 2".
  
2. Task 1 –
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services           \$ 14,190.00
  
5. Schedule
  - a. December 2016 – February 2017
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u></b>	<b><u>MODIFICATION</u></b>	<b><u>CURRENT HOURLY RATE(S)</u></b>	<b><u>NOTES</u></b>
Project Inspector Class 3	\$62.50	\$2.00	<b>\$64.50</b>	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.





# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 7**  
**TO**  
**MASTER INSPECTOR SERVICES AGREEMENT**  
**CONTRACT NO. 13P035**  
**BETWEEN**  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AND**  
**THE VINEWOOD COMPANY, LLC**  
**DATED**  
**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **September 22, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Central Plant Expansion** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Central Plant Expansion

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".


B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred One Thousand Six Hundred Fifty-Two and 00/100 (\$101,652.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: Feb 14, 2017

**Cerritos Community College District**


By: 

Print Name: Felipe Lopez

Print Title: ~~Acting~~ VP of Business Services

Dated: 1-24-17, 20  

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_ :

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**

**ATTACHMENT “2”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto by this reference as “ATTACHMENT 2”.
  
2. Task 1
  - a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services           \$ 101,652.00
  
5. Schedule
  - a. October 2016 – January 2018
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<u>INSPECTOR CERTIFICATION</u>	<u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u>	<u>MODIFCATION</u>	<u>CURRENT HOURLY RATE(S)</u>	<u>NOTES</u>
Project Inspector Class 3	\$62.50	\$2.00	<b>\$64.50</b>	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.



# Cerritos College

**AMENDMENT NO. 1**  
**TO**  
**PROJECT ASSIGNMENT AGREEMENT NO. 7**  
**UNDER**  
**CONTRACT NO. 13P035**  
**BETWEEN**  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AND**  
**THE VINEWOOD COMPANY LLC**  
**DATED**  
**JANUARY 28, 2015**

**WHEREAS**, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **January 18, 2017** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company LLC** (“INSPECTOR”); collectively referred to as “PARTIES”, and

**WHEREAS**, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 21, 2016**, entitled “**Project Assignment Agreement No. 7** to Master Inspector Services Agreement, Contract No. 13P035 (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 inspector services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

**WHEREAS**, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

A handwritten signature in black ink, appearing to be initials or a name, located in the bottom right corner of the page.

**WHEREAS**, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

**WHEREAS**, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **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 INSPECTOR agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

**Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

**E. Additional Services:** The INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

**(1) Additional Services Compensation.** The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **\$4,492.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR shall invoice all fees for



Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

**Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

**Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"**

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The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 1-24-17, 20  

**The Vinewood Company LLC**

By:



Print Name: Howard Mason

Print Title: Principal in Charge

Dated: Feb. 14, 2017

**Cerritos Community College District**

By:



Print Name: Felipe Lopez

Print Title: Vice President Business Services

**EXHIBIT "A"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 25, 2016 regarding Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Adjust wages rates per DIR Wage increases
3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
  - a. Original Amount of PAA No. 07      \$ 101,652.00
  - b. This Amendment Increase            \$ 4,492.00
  - c. Total                                        \$ 106,144.00
6. Schedule
  - a. January 1, 2017 – March 31, 2018

Master Agreement	Wages	PAA Wages
Class 1	72.50	77.35
Class 2	67.50	72.35
Class 3	62.50	67.35





# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 6**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 20, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **EMS Upgrade** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

- A. INSPECTOR shall provide inspection services for the following PROJECT:
  - 1) EMS Upgrade

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Four Thousand, Two Hundred Thirty Two and 00/100 (\$104,232.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 8-16-, 2016

**Cerritos Community College District**

By:



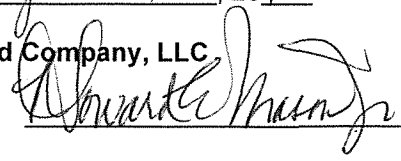
Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: August 4, 2016

**The Vinewood Company, LLC**

By:



Print Name: Howard Mason

Print Title: Principal In Charge

**Information regarding Inspector:**

License No.:

260373328

Address: 1854 Vinewood Street  
La Verne, CA 91750

Employer Identification and/or  
Social Security Number

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

**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.**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_



**ATTACHMENT "2"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed EMS Upgrade Project (3 pages), attached hereto by this reference as "ATTACHMENT 2".
  
2. Task 1 –
  - a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services       \$ 104,232.00
  
5. Schedule
  - a. August 2016 – March 2018
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b>INSPECTOR CERTIFICATION</b>	<b>ORIGINAL HOURLY RATE(S) PER AGREEMENT</b>	<b>MODIFICATION</b>	<b>CURRENT HOURLY RATE(S)</b>	<b>NOTES</b>
Project Inspector Class 3	\$62.50	\$2.00	<b>\$64.50</b>	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.





# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 5**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **March 17, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Campus Wayfinding** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Campus Wayfinding

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT “1” which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT “1”.

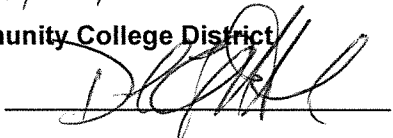
B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost (“INSPECTION COST”) of **Forty-Four Thousand One Hundred Eighteen and 00/100 (\$44,118.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 4/29, 2014

**Cerritos Community College District**


By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: 4-26, 2016

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.:  
Address: 1854 Vinewood Street  
La Verne, CA 91750  
Telephone: 909-596-1045  
Facsimile:  
E-Mail: hmtvc@verizon.net

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

260373328  
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.**

**ATTACHMENT “2”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 12, 2015 regarding Certified DSA Inspection Services Proposed Campus Wayfinding Project (1 page), attached hereto by this reference as “ATTACHMENT 2”.
  
2. Task 1 –
  - a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services           \$ 44,118.00
  
5. Schedule
  - a. March 2016 – February 2017
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u></b>	<b><u>MODIFCATION</u></b>	<b><u>CURRENT HOURLY RATE(S)</u></b>	<b><u>NOTES</u></b>
Project Inspector Class 2	\$67.50	\$2.00	<b>\$69.50</b>	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.



November 12, 2015

Cerritos Community College  
11110 Alondra Avenue  
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- Class 2 Inspector for Cerritos Community College, Wayfinding Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required March 1, 2016 through December 31, 2016 with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of \$69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The \$69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of \$104.25 per hour through (12) hours, \$139.00 per hr. thereafter.

The \$104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of \$139.00 per hour for all work in excess of 12 hours required on Saturdays.


A rate of \$139.00 per hour will apply to services required on Sundays and holidays.

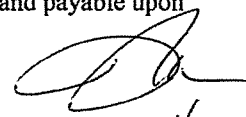
This proposal assumes a \$2.00 per hour Director of Industrial Relations rate increase in July 2016. The actual rate modification for 2016 will be adjusted once the DIR makes its determination.

DSA Class 2 oversight will be provided at the not to exceed cost of \$44,118.00 without prior approval of the Construction Project Manager. The proposed amount of \$44,118.00 is valid contingent upon the Shade Structure project being assigned to the Vinewood Company and the two projects are constructed concurrently.

Services will be billed once monthly on or about the 1<sup>st</sup> of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

  
John Beckton  
The Vinewood Company, LLC

  
1/22/2016



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 4**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **March 17, 2016** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Shade Structures** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Shade Structures

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT “1” which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT “1”.

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost (“INSPECTION COST”) of **One Hundred Eight Thousand Nine Hundred Seventy-Two and 50/100 (\$108,972.50)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

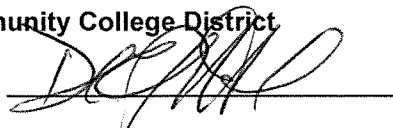
**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 4/29, 2016

**Cerritos Community College District**

By:



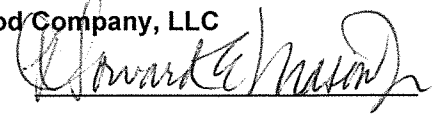
Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: 4-26, 2016

**The Vinewood Company, LLC**

By:



Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_:

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**

**ATTACHMENT “1”**

1. Consultant’s Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 21, 2015 regarding Certified DSA Inspection Services Proposed Shade Structures at Seven Locations Project (1 page), attached hereto by this reference as ATTACHMENT “2”.
  
2. Task 1 –
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required.
  - b. Provide Inspector of Record Services in accordance with the State of California, Division of State Architect Office of Regulatory Services
  - c. Provide all reports required by the Division of State Architect including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services           \$ 108,972.50
  
5. Schedule
  - a. April 2016 – July 2017
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT “A” to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u></b>	<b><u>MODIFICATION</u></b>	<b><u>CURRENT HOURLY RATE(S)</u></b>	<b><u>NOTES</u></b>
Project Inspector Class 2	\$67.50	\$2.00	<b>\$69.50</b>	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are “locked in” for the duration of this PROJECT ASSIGNMENT AGREEMENT.



*Celebrating Service to Education Since 1980*

October 21, 2015

Cerritos Community College  
11110 Alondra Avenue  
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- Class 2 Inspector for Cerritos Community College, Shade Structure Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services for DSA # 3-116281, 116282, 116283 and 116284 File # 19-C10.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required March 14, 2016 through May 31, 2017 with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of \$69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The \$69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of \$104.25 per hour through (12) hours, \$139.00 per hr. thereafter.

The \$104.25 per hr. rates applies to services required on Saturday, excluding holidays. The rate of \$139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of \$139.00 per hour will apply to services required on Sundays and holidays.

**DSA Class 2 oversight will be provided at the not to exceed cost of \$108,972.50 without prior approval of the Construction Project Manager.**

This proposal reflects an anticipated Director of Industrial Relations rate increase of \$2.00 per hour effective July 7, 2016.

Services will be billed once monthly on or about the 1<sup>st</sup> of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

John Beckton  
The Vinewood Company, LLC



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 3**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 12, 2015** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Press Box Mechanical Upgrade** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Press Box Mechanical Upgrade

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT.

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

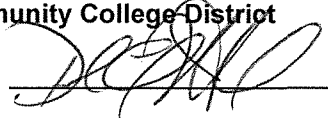
B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Eight Thousand Seven Hundred Seventy-Two and 00/100 Dollars (\$8,772.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 11/30, 2015

**Cerritos Community College District**


By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: 11/24, 2015

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_:

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**

**ATTACHMENT "1"**

1. Reference INSPECTOR'S proposal dated November 10, 2015 (2 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.

PRESS BOX



Celebrating Service to Education Since 1980

November 10, 2015

Cerritos Community College  
11110 Alondra Avenue  
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- Class 3 Inspector for Cerritos Community College, Press Box Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required February 9, 2016 through March 31, 2016 with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of \$64.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The \$64.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of \$104.25 per hour through (12) hours, \$139.00 per hr. thereafter.

The \$104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of \$139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of \$139.00 per hour will apply to services required on Sundays and holidays.

DSA Class 3 oversight will be provided at the not to exceed cost of \$8,256.00 without prior approval of the Construction Project Manager.

~~\$8,772.00~~

Services will be billed ~~once monthly on or about the 1<sup>st</sup> of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.~~ *per Master Agreement.*

*DM (TCC)*

*NOE*

Respectfully Submitted,

John Beckton  
The Vinewood Company, LLC

11-12-15

# Balance Sheet

**Description**  
 Inspection Services for Cerritos College Press Box Project  
 DSA # 3-  
 Class 3 DSA IOR Page 1 of 1

**Starting Balance** \$8,772.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 15 Days - 4 hours per day		\$3,870.00	\$4,902.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 19 Days - 4 hours per day		\$4,902.00	\$0.00

Receivable	\$0.00
Payables	\$8,772.00
<b>Current Balance</b>	<b>\$0.00</b>



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 2**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **October 19, 2015** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Gym Team Room Additions** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Gym Team Room Additions

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

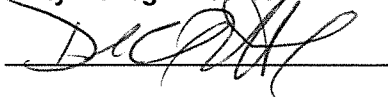
B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fourteen Thousand, Nine-Hundred Sixty-Four and 00/100 Dollars (\$14,964.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

Dated: 11/9, 2015

**Cerritos Community College District**


By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: 10-24, 2015

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_:

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**

**ATTACHMENT "1"**

1. Reference INSPECTOR'S proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.



Celebrating Service to Education Since 1980

Job Name: Gym Team Rooms  
New PO#: YLN  
PO#: TRD CO#: \_\_\_\_\_  
FUND: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_

October 6, 2015

Cerritos Community College  
11110 Alondra Avenue  
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- Class 3 Inspector for Cerritos Community College, Gymnasium Team Room Additions.

We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required February 22, 2015 through May 11, 2016 with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of \$64.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The \$64.50 rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of \$96.75 per hour through (12) hours, \$129.00 per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The \$96.75 per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. \$129.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of \$129.00 per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

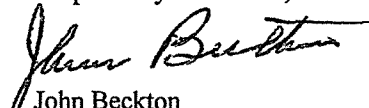
This proposal reflects Director of Industrial Relations rate increase of \$2.00 per hour effective July 6, 2015.

DSA Class 3 oversight will be provided at the not to exceed cost of \$14,964.00 without prior approval of the Construction Project Manager.

*RM (ta) 10/8/15*

Services will be billed once monthly on or about the 1<sup>st</sup> of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

  
John Beckton  
The Vinewood Company, LLC

  
10/8/15

# Balance Sheet

**Description**

Inspection Services for Cerritos College Gymnasium Team Room  
 Addition  
 Class 3 DSA IOR Page 1 of 1

**Starting  
Balance**

\$14,964.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 6 Days at 4 hours per day		\$1,548.00	\$13,416.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 23 Days at 4 hours per day		\$5,934.00	\$7,482.00
5/1/2016	TVCMSCC0016-000 (Projected Billing) 21 Days at 4 hours per day		\$5,418.00	\$2,064.00
6/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days at 4 hours per day		\$2,064.00	\$0.00
	We have allocated 4 hours per day for project verification			

Receivable	\$0.00
Payables	\$14,964.00
Current Balance	\$0.00



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 1**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 6, 2015** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Campus Landscape: Alondra & Studebaker** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in the bottom right corner of the page.

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

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Campus Improvements: Landscape: Alondra & Studebaker

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Twenty-Five Thousand, Eight-Hundred and 00/100 (\$25,800.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

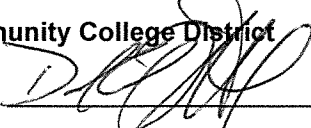
**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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



Dated: 11/30, 2015

**Cerritos Community College District**

By: 

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Services

Dated: 11/24/15, 2015

**The Vinewood Company, LLC**

By: 

Print Name: Howard Mason

Print Title: Principal In Charge

---

**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

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.**



**ATTACHMENT "1"**

- 1. Reference Consultant's proposal dated August 6, 2015 (2 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.**



Celebrating Service to Education Since 1980

August 6, 2015

Cerritos Community College  
11110 Alondra Avenue  
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College, Campus Improvements – Landscape Alondra & Studebaker.**

We are pleased to submit a proposal for the above referenced project consisting of 70 working days with an additional 30 days allowance per information provided by Tilden-Coil Constructors on September 2, 2015. We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Landscape Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **October 29, 2015** through **February 29, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of **\$64.50**. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The **\$64.50** rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of **\$96.75** per hour through (12) hours, **\$129.00** per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The **\$96.75** per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. **\$129.00** per hour for all work in excess of 12 hours required on Saturdays.

A rate of **\$129.00** per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

This proposal reflects Director of Industrial Relations rate increase of \$2.00 per hour effective July 6, 2015.

**DSA Class 3 oversight will be provided at the not to exceed cost of \$25,800.00 without prior approval of the Construction Project Manager.**

Services will be billed ~~once monthly on or about the 1<sup>st</sup> of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days per Master Agreement.~~  
*Master Agreement hourly rates shall prevail should there be a variance between proposal rates and Master Agreement rates*  
Respectfully Submitted,

*John Beckton*

John Beckton  
The Vinewood Company, LLC

*MC*  
*9/10/15*

# Balance Sheet

**Description**  
 Inspection Services for Cerritos College Campus Improvements  
 Landscape Alondra & Studebaker  
 Class 3 DSA IOR Page 1 of 1

**Starting Balance** \$25,800.00

Date	Item Description	Received	Payment	Balance
11/1/2015	TVCMSCC0015-000 (Projected Billing) 2 Days		\$516.00	\$25,284.00
12/1/2015	TVCMSCC0015-000 (Projected Billing) 18 Days		\$4,644.00	\$20,640.00
1/1/2016	TVCMSCC0015-000 (Projected Billing) 22 Days		\$5,676.00	\$14,964.00
2/1/2016	TVCMSCC0016-000 (Projected Billing) 20 Days		\$5,160.00	\$9,804.00
3/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days		\$2,064.00	\$7,740.00
	TVCMSCC0016-000 (Projected Billing) 30 Day allowance		\$7,740.00	\$0.00
	We have allocated 4 hours per day for project verification			

Receivable	\$0.00
Payables	\$25,800.00
<b>Current Balance</b>	<b>\$0.00</b>



## MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this 28th day of January in the year 2015, between CERRITOS COMMUNITY COLLEGE DISTRICT ("DISTRICT"), and The Vinewood Company, LLC ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify

the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **February 1, 2015** and shall terminate on **June 20, 2017**, with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
  - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have

or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;

- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the

responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and

special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the

INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
- (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
- (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
  - (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
  - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

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

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this

AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

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

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

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

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

INSPECTOR:  
The Vinewood Company

DISTRICT:  
Cerritos Community College District

By: *Howard E. Mason Jr*  
*Managing Member*  
*Principal In Charge*

By: *[Signature]*  
\_\_\_\_\_

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>HOURLY</u></b>
PROJECT INSPECTOR CLASS 1	<b>\$72.50</b>
PROJECT INSPECTOR CLASS 2	<b>\$67.50</b>
PROJECT INSPECTOR CLASS 3	<b>\$62.50</b>

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 39**

**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

<p><b>SUBJECT:        Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending September 30, 2017</b></p>
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**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 September 30, 2017.

**FISCAL IMPACT**

The items are budgeted in the General Fund.

**REPORT SUMMARY**

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending September 30, 2017:

- 6,194 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$19,614,063.07; and
- 2,982 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$21,145,404.86.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None.

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

**REVIEWED BY:** \_\_\_\_\_  
Felipe Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Noorali Delawalla  
Director of Fiscal Services

<b>SUBJECT:      Consideration of Approval to Make Budget Transfers and Budget Adjustments</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

**FISCAL IMPACT**

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the ending balances of the Unrestricted and Restricted General Funds, Other Special Revenue Fund – Vintage at Cerritos College, Insurance – Property Liability Fund, and the Student Financial Aid Fund.

**REPORT SUMMARY**

Pages 1 thru 3 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds; and Other Special Revenue Fund – Vintage at Cerritos College. These transfers are self-balancing and have no effect on their ending balance.

Pages 4 thru 6 reflect a revenue budget set up for Hunger Free Campus Support, Dreamer Emergency Grant, Community College Completion Grant; and a funding reduction by the Chancellor’s Office for the Student Equity Plan. These revenue adjustments have no effect on the ending balances of the Restricted General Fund, Insurance – Property Liability Fund, and Student Financial Aid Fund. Expenditures will be adjusted correspondingly.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Budget Adjustment Details (6 Pages).

## BUDGET TRANSFERS FOR NOVEMBER 15, 2017

### 01.0 FUND - GENERAL FUND - UNRESTRICTED

**FROM**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(1,848)
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
INTERFUND TRANSFERS	\$	
CONTINGENCY	\$	

**TOTAL**

	\$	<b>(1,848)</b>
--	----	----------------

**TO**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	1,288
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	560
CAPITAL OUTLAY	\$	
PAYMENTS TO OR FOR STUDENTS	\$	

**TOTAL**

	\$	<b>1,848</b>
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**Transfers:** To cover overtime pay in Student Success; promotional materials in Science, Engineering, and Math.

**Fiscal Impact:** No effect on the ending balance

**Number of Transfer Requests:** Four (4)

**Divisions/Departments/Programs:**

Student Success; Library and Learning Resource Center; Humanities and Social Science; Science, Engineering, and Math

## BUDGET TRANSFERS FOR NOVEMBER 15, 2017

### 01.3 FUND - GENERAL FUND - RESTRICTED

#### **FROM**

ACADEMIC SALARIES	\$	(6,182)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	(28,950)
EMPLOYEE BENEFITS	\$	(2,481)
SUPPLIES AND MATERIALS	\$	(34,277)
OTHER CONTRACT EXPENSES AND SERVICES	\$	(13,791)
CAPITAL OUTLAY	\$	(1,463)
OTHER TRANSFERS OUT	\$	(4,115)
<b>TOTAL</b>	<b>\$</b>	<b>(91,259)</b>

#### **TO**

ACADEMIC SALARIES	\$	5,586
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	51,309
EMPLOYEE BENEFITS	\$	9,117
SUPPLIES AND MATERIALS	\$	8,663
OTHER CONTRACT EXPENSES AND SERVICES	\$	4,100
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	11,941
PAYMENTS TO OR FOR STUDENTS	\$	543
<b>TOTAL</b>	<b>\$</b>	<b>91,259</b>

**Transfers:** To cover faculty release time in Student Equity Plan; reallocation of funds for Advanced Manufacturing and Engineering Technology Linked Learning Consortium, Temporary Assistance for Needy Families, and Foster Parent Training.

**Fiscal Impact:** No effect on the ending balance

**Number of Transfer Requests:** Four (4)

#### **Divisions/Departments/Programs:**

Advanced Manufacturing and Engineering Technology Linked Learning Consortium; Student Equity Plan; iFalcon Support Services; Temporary Assistance for Needy Families; Foster Parent Training

## BUDGET TRANSFERS FOR NOVEMBER 15, 2017

### 39.1 FUND - OTHER SPECIAL REVENUE FUND - VINTAGE AT CERRITOS COLLEGE

**FROM**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
PAYMENTS TO OR FOR STUDENTS	\$	(48,382)
<b>TOTAL</b>	<b>\$</b>	<b>(48,382)</b>

**TO**

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	43,936
EMPLOYEE BENEFITS	\$	3,946
SUPPLIES AND MATERIALS	\$	500
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
<b>TOTAL</b>	<b>\$</b>	<b>48,382</b>

**Transfers:** Reallocation of Vintage Funds, as per the 2017-18 Resource Allocation

**Fiscal Impact:** No effect on the ending balance

**Number of Transfer Requests:** One (1)

**Divisions/Departments/Programs:**

Vintage at Cerritos

## BUDGET ADJUSTMENTS FOR NOVEMBER 15, 2017

### 01.3 FUND - GENERAL FUND - RESTRICTED

#### Revenue Budget

00000.0-00000-71160-8627-0000000 State - Hunger Free Campus Support To set up budget for Hunger Free Campus Support per Allocation Memo from Chancellor's Office dated September 22, 2017. Budget allocated for overtime and related payroll taxes; supplies; contracted services.	\$	38,202
00000.0-00000-71646-8627-0000000 State - Advanced Manufacturing and Engineering Technology Linked Learning Consortium To adjust budget for AMETLL for 2017-18 allocation. Budget for contracted services will be reduced.	\$	(124,868)
00000.0-00000-72600-8625-0000000 State - CalWORKS To adjust budget for CalWorks per Chancellor's allocation. Budget allocated for salary and related payroll taxes for Counselor; supplies.	\$	9,930
00000.0-00000-73460-8627-0000000 State - Student Equity Plan To adjust budget for Student Equity Plan per Allocation Memo from Chancellor's Office dated September 29, 2017. Budget for advertising will be reduced.	\$	(50,146)
00000.0-00000-75720-8140-0000000 Federal - Temporary Assistance for Needy Families To adjust budget for Temporary Assistance for Needy Families per funding documentation. Budget for payroll taxes will be reduced.	\$	(12)
00000.0-00000-75900-8190-0000000 Federal - Foster Parent Training To adjust budget for Foster Parent Training per 2017-18 allocation. Budget allocated for salary of adult hourly.	\$	<u>11,391</u>
<b>Total Revenue Budget</b>	\$	<b><u><u>(115,503)</u></u></b>

**Fiscal Impact:** No effect on ending balance; expenditures will be adjusted correspondingly.

**Number of Adjustment Requests:** Six (6)

## BUDGET ADJUSTMENTS FOR NOVEMBER 15, 2017

### 61.2 FUND - INSURANCE - PROPERTY LIABILITY FUND

#### Revenue Budget

00000.0-00000-04100-8980-0000000	\$ <u>5,000</u>
Local - Business Services	
To adjust budget for insurance - property liability for 2017-18. Budget allocated for insurance.	

<b>Total Revenue Budget</b>	\$ <u><u>5,000</u></u>
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**Fiscal Impact:** No effect on ending balance; expenditures will be adjusted correspondingly.

**Number of Adjustment Requests: One (1)**

## BUDGET ADJUSTMENTS FOR NOVEMBER 15, 2017

### 74.0 FUND - STUDENT FINANCIAL AID FUND

#### Revenue Budget

00000.0-00000-78100-8620-0000000	\$	157,379
State - Dreamer Emergency Grant To set up budget for Dreamer Emergency grant per memo from Chancellor's Office dated October 3, 2017. Budget allocated for Student Aid.		
00000.0-00000-78900-8627-0000000	\$	<u>801,000</u>
State - Community College Completion Grant To set up budget for Community College Completion grant per allocation from Chancellor's Office. Budget allocated for Student Aid.		
<b>Total Revenue Budget</b>	\$	<b><u><u>958,379</u></u></b>

**Fiscal Impact:** No effect on ending balance; expenditures will be adjusted correspondingly.

**Number of Adjustment Requests:** Two (2)

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. [XX]**

**FROM:**

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

**REVIEWED BY:**

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

<p><b>SUBJECT:      Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent</b></p>
---

**ACTION**

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

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resource Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND  
RETIREMENTS) ACCEPTED BY THE PRESIDENT  
Board Policy 7350**

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>
1) Richey, Thomas	Facilities	Operations Manager	10/31/2017

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**

**Agenda Item No. 42**

**FROM:**

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

**REVIEWED BY:**

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

<p><b>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 Academic Year</b></p>
---

**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

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 1 (\$3,730.00/month), effective: November 16, 2017: Nancy Anaya

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 1 (\$3,730.00/month), effective: November 16, 2017: Daissy Zendejas Sevilla

Lead, Warehousing and Delivery (Purchasing Department), Grade 34, Step 2 + L3 (\$5,090.10/month) Reassignment effective November 16, 2017: Miguel Arias

Out-of-Class\* extended assignment as Career Technical Education Coordinator Grade 45L, Step 2 (\$7,573.84/month, includes 5% Out-of-Class) effective November 1, 2017 not to exceed June 30, 2018: Kathy Hogue

*\* Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

## II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Acosta, Marcelino	HPEDA	Aides - General Laborer	\$10.50/hr	10/25/2017
Acosta, Marcelino	Success Center	Instructional Aide I	\$10.50/hr (1)	10/25/2017
Alhousari, Diala S.*	SEM	Instructional Aide II	\$13.30/hr (1)	9/15/2017
Almond, George R.	Fine Arts	Community Outreach Worker	\$10.50/hr	10/13/2017
Avalos, Annel*	Financial Aid	Secretary Clerk	\$10.94/hr	10/16/2017
Becerra, Abigail *	Financial Aid	Secretary Clerk	\$10.94/hr	10/19/2017
Becerra, Anayanci Coronel	Success Center	Instructional Aide II	\$13.30/hr (1)	10/25/2017
Bodkin, Harold	Success Center	Instructional Aide II	\$13.30/hr (1)	10/21/2017
Borer, Jamille Geor J.*	IERP	Research Analyst	\$27.40/hr	10/25/2017
Cabrera, Mirna*	EOPS	Student Affairs Assistant	\$14.32/hr	10/05/2017
Castanedo, Alberto	Success Center	Instructional Aide II	\$13.30/hr (1)	10/17/2017
Coronel, Jonathan	Success Center	Instructional Aide II	\$13.30/hr (1)	10/13/2017
Cruz, Denise	Fine Arts	Community Outreach Worker	\$10.50/hr	10/09/2017

\* Categorically Funded

\*\* Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Dixon, Zuleika*	Financial Aid	Division Clerk	\$10.50/hr	10/19/2017
Dixon, Zuleika*	Financial Aid	Secretary Clerk	\$10.94/hr	10/19/2017
Espejel, Michael	Success Center	Instructional Aide II	\$13.30/hr (1)	10/24/2017
Faustinos, Stacey*	Financial Aid	Instructional Aide II	\$13.30/hr	10/25/2017
Ford, Precious Alise V.*	Financial Aid	Secretary Clerk	\$10.94/hr	10/09/2017
Gallegos Mendez, Kevin A.*	SEM	Instructional Aide II	\$13.30/hr (1)	10/13/2017
Galloway, Naomi N.	Success Center	Instructional Aide II	\$13.30/hr (1)	10/18/2017
Gomez, Regine Marie Par*	Financial Aid	Instructional Aide II	\$13.30/hr	11/16/2017
Gonzalez, Diamond *	Financial Aid	Program Assistant I	\$10.50/hr	10/04/2017
Gouda, Demyana*	Financial Aid	Instructional Aide II	\$13.30/hr	10/25/2017
Grace,Lori L.	Fine Arts	Continuing Education Specialist/Arts & Craft	\$23.31/hr	10/10/2017
Grant, Irving C.	Facilities	Gardener/Groundskeeper	\$10.50/hr	10/12/2017
Guerrero, Lida*	CalWORKs	Student Affairs Assistant	\$14.32/hr	10/23/2017
Guzman, Jose Luis*	Financial Aid	Instructional Aide II	\$13.30/hr	10/02/2017
Howard, Terry T.	Facilities	Custodian	\$10.50/hr	10/25/2017
Jimenez Ramon, Yulisa	Financial Aid	Division Clerk	\$10.50/hr	10/02/2017
Johnson, Timothy Moncy*	Financial Aid	Instructional Aide II	\$13.30/hr	10/25/2017
Joson, Joseph R.	Facilities	Pool Maintenance Technician	\$12.34/hr	10/09/2017
Karki, Uma*	Financial Aid	Instructional Aide II	\$13.30/hr	10/24/2017
Kirst, Desiree*	DSPS	Aide-Special Interpreter IV	\$34.79/hr	10/05/2017
Klein, Jason Allen	Fine Arts	Community Outreach Worker	\$10.50/hr	10/05/2017
Lapitan Carolyn*	Child Development	CDC Substitute Teacher	\$21.52/hr	10/20/2017
Lapitan, Carolyn*	Child Development	Instructional Aide II	\$13.30/hr (1)	10/20/2017
LeVan, Kathy	Success Center	Instructional Aide II	\$13.30/hr (1)	10/24/2017
Llanes, Carlos	Success Center	Instructional Aide I	\$10.50/hr (1)	10/13/2017
Lopez, Lourdes	CalWORKs	Program Assistant II	\$11.78/hr	10/18/2017
Macey, Sara	HPEDA	Instructional Aide II	\$13.30/hr (1)	10/03/2017
Macey, Sara	Success Center	Instructional Aide II	\$13.30/hr (1)	10/03/2017
Malfavon, Allen	Success Center	Instructional Aide II	\$13.30/hr (1)	10/13/2017
Matila, Kayla Delana*	Financial Aid	Instructional Aide II	\$13.30/hr	10/20/2017
Mejia, Brenda*	CTE	Program Facilitator	\$14.32/hr	10/27/2017
Mohr, Tammi*	Library	Program Assistant II	\$11.78/hr	10/23/2017
Monterroza, Marvin*	SEM	Instructional Aide II	\$13.30/hr (1)	9/21/2017
Murase, Tadashi*	CTE	Program Facilitator	\$14.32/hr	10/20/2017
Nepomuceno, Cheryl*	DSPS	Aides - Special Education	\$10.50/hr	10/27/2017

\* Categorically Funded

\*\* Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Oliva, Agelica*	EPP	Grant Writer	\$20.26/hr	10/02/2017
Ortega, Joshua	Success Center	Instructional Aide II	\$13.30/hr (1)	10/17/2017
Pacheco, Andy	Success Center	Instructional Aide II	\$13.30/hr (1)	10/30/2017
Paffenroth, Michelle E	Success Center	Instructional Aide II	\$13.30/hr (1)	10/16/2017
Paschall, Alante Jamone	Success Center	Instructional Aide II	\$13.30/hr (1)	10/26/2017
Pope, Elonda Austin**	Adult Education	Community Education Specialist	\$30.27/hr	9/28/2017
Prado, Veronica*	Adult Education	Program Facilitator	\$14.32/hr	9/26/2017
Quiatchon, Aaron	Fine Arts	Community Outreach Worker	\$10.50/hr	10/05/2017
Ramirez, Anna S*	Financial Aid	Secretary Clerk	\$10.94/hr	10/20/2017
Reed, Bobby	Facilities	Custodian	\$10.50/hr	10/23/2017
Rivas, Stephanie*	Financial Aid	Instructional Aide II	\$13.30/hr	10/20/2017
Rojas Rivera, Juan Carlos	Success Center	Instructional Aide II	\$13.30/hr (1)	10/20/2017
Romero Ruiz, Irabiel	Success Center	Instructional Aide II	\$13.30/hr (1)	10/23/2017
Roybal, Elika**	Student Health Services	Nurse Practitioner	\$52.46/hr	10/27/2017
Russell, Eric	HPEDA	Instructional Aide II	\$13.30/hr (1)	10/05/2017
Sanchez, German	Facilities	Custodian	\$10.50/hr	10/17/2017
Sandoval, Veronica	Facilities	Custodian	\$10.50/hr	10/30/2017
Schumacher, Owen	Success Center	Instructional Aide II	\$13.30/hr (1)	10/20/2017
Shah, Priya	Financial Aid	Instructional Aide II	\$13.30/hr	10/24/2017
Simons-Araya Isaac	Student Activities	Student Affairs Assistant	\$14.32/hr	9/19/2017
Suarez, Natali	Success Center	Instructional Aide II	\$13.30/hr (1)	10/24/2017
Tenner, Lakesha	Success Center	Instructional Aide II	\$13.30/hr (1)	10/24/2017
Toohey, Erika	Fine Arts	Continuing Education Specialist/Arts & Craft	\$23.31/hr	10/13/2017
Valentin Sotelo, Edith F*	Financial Aid	Instructional Aide II	\$13.30/hr	10/20/2017
Verduzco, Angel*	DSPS	Aides - Special Education	\$10.50/hr	10/27/2017
Williams, Landon	DSPS	Aides - Special Education	\$10.50/hr	10/20/2017
Zamora, Guadalupe*	DSPS	Aides - Special Education	\$10.50/hr	10/20/2017

\* Categorically Funded

\*\* Specially Funded

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 15, 2017**  
**Agenda Item No. 43**

**FROM:**

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

**REVIEWED BY:**

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

<p><b>SUBJECT:      Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017-2018 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 2017-2018 Academic Year

**FACULTY: TEMPORARY PART-TIME  
2017-2018 ACADEMIC YEAR**

**I. ADULT EDUCATION/DIVERSITY PROGRAMS**

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Perez Martinez, Moises	NH	Citizenship Preparation	1AB	60.43

**II. BUSINESS, HUMANITIES/SOCIAL SCIENCES**

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Alabi, Basirat	RE	Psychology	1BD	64.74
Asem, Judith	Nh	Psychology	1AD	64.74
Banks, Clarence	RE	Political Science	1AM	62.55
Calvert, Joe	RE	Paralegal	1BM	62.55
Cross, Elliot	RE	Philosophy	2AD	68.35
Karpenski, Joseph	RE	History	1BM	62.55
Kim, Kendrick	NH	Real Estate	1AM	62.55
Lee, Anthony	RE	History	1BD	64.74
Merino-Hernandez, Humberto	RE	Economics	1BM	62.55
Misher, Katherine	NH	History	1AM	62.55
Morales, Xochitl	RE	Education	1BM	62.55
Putch, Anila	RE	Psychology	1BD	64.74
Qasqas, Areej	NH	History	1AM	62.55
Sonnier, Greta	RE	Business Administration	1BD	64.74
Susuki, Donald	RE	Political Science	1AM	62.55
Tadeja, Chester	RE	Education	1BM	62.55
Tchulluian, Laura	RE	Paralegal		
Wang, Sufen	RE	Accounting/Finance	3AM	69.51
Yanez, Norma	RE	Accounting/Finance	3AM	69.51

**III. HEALTH OCCUPATIONS**

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Grammatica, Andrea	NH	Dental Hygiene	1AM	62.55

\* NH=New Hire, RE=Reemployed

#### IV. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Carizzi, Michael	NH	Kinesiology	1AM	62.55
Celis, Joseph	NH	Kinesiology	1AM	62.55
Gonzalez, Felipe	RE	Coaching	1BB	60.43
Lim, Jae Chun	NH	Kinesiology	1AM	62.55
Macey, Sara	NH	Athletics	1AB	60.43
Simons, Jennifer	NH	Physical Education	1AM	62.55

#### V. SCIENCE, ENGINEERING, MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Conley, John	RE	Geography	2BM	66.04
Dellaca, Roger	RE	Computer Information Systems	6BD	81.30
Hayter, Joshua	RE	Computer Science	1BM	62.55
Maltz, Natalie	NH	Anatomy and Physiology	1AM	62.55
Ulloa, Daniel	NH	Mathematics; Physics	1AM	62.55

#### VI. STUDENT SERVICES/COUNSELING

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Borin, Eric	NH	DSPS Counselor	1CD	52.13

**\*\* Instructors:**

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate  
1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate  
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate  
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate  
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate  
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate  
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate  
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate  
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate  
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate  
6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate  
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:  
1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate  
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate  
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate

\* NH=New Hire, RE=Reemployed

*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*

**FROM:**

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

**PREPARED BY:**

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

<p><b>SUBJECT:      Consideration of Ratification of Temporary Management “Out-of-Classification” Assignment</b></p>
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**ACTION**

It is recommended that the Board of Trustees ratify a temporary “out-of-classification” assignment for Dr. Renee De Long, Dean of Counseling Services to perform additional responsibilities effective November 16, 2017, for a period not to exceed June 30, 2018.

**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. Last year, however, the Board approved a temporary out-of-classification for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications, and Dr. Patricia Robbins-Smith, Director, Community Education to perform core duties and responsibilities of the Dean of Academic Affairs vacant position. These Academic Affairs duties were in addition to their regular responsibilities. At the end of the temporary assignment, Dr. Pritchard chose to continue with the out-of-classification assignment and the Board approved his out-of-classification extension at its July 19, 2017 meeting. Dr. Robbins-Smith chose to return to her regular duties. There is a need to fill this temporary out-of-class assignment to assist with the Dean of Academic Affairs responsibilities.

Early in the fall semester, Mr. Miranda sent a notification to all managers announcing the out-of-class opportunity to help him fulfill the core duties and responsibilities of the Dean of Academic Affairs vacant position. Dr. Renee De Long, Dean of Counseling Services, was chosen to replace Dr. Patricia Robbins-Smith, Director Community Education, to work in this temporary out-of-classification position effective November 16, 2017 not to exceed June 30, 2018. In addition to her regular responsibilities, Dr. De Long 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-classification assignment, Dr. De Long will receive a temporary upward salary placement adjustment of two Grades. Dr. De Long will move from Grade 42, Step 6 (\$14,098) to Grade 44 Step 6 (\$15,044). This out-of-class assignment is done in accordance to Administrative Procedure 7233. It

is recommended that the Board of Trustees ratify this temporary out-of-classification assignment for Dr. De Long.

**NOTICING REQUIREMENTS**

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

**ATTACHMENT(S)**

None

CERRITOS COLLEGE  
COORDINATING COMMITTEE MINUTES  
September 25, 2017

PRESENT:	Rick Miranda	ABSENT:	Dr. Jose Fierro
	Dr. Adriana Flores-Church		Felipe Lopez
	Dr. Stephen Johnson		Lynn Laughon
	Sandy Marks		David Ward
	Michelle Lewellen		
	Stephanie Rosenblatt		
	Armando Soto		
	Dr. April Griffin	GUEST(s):	Teresa Cheatham
	Miriam Tolson		Mark Fronke
	Julie Mun		Dr. Bob Livingston
	Karen F. Patron D.		Stephanie Murguia

- I. MEETING CALLED TO ORDER  
Dr. Johnson called the meeting to order at 1:06 p.m.
- II. PUBLIC COMMENTS  
There were no public comments.
- III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES  
Information regarding all employment opportunities is posted on the Human Resources webpage.
- IV. APPROVAL OF MINUTES – September 11, 2017  
It was moved by Mr. Miranda and seconded by Mr. Soto to approve the September 11 minutes. The vote for approval was 10-0-1; Dr. Johnson abstained.
- V. BOARD AGENDA – October 4, 2017  
The committee reviewed the draft October 4 Board Agenda.
- VI. ITEMS FROM INSTITUTIONAL COMMITTEES  
No Reports.
- VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES  
**Academic Excellence**  
Ms. Cheatham distributed the attached September 19 meeting agenda and outcomes. She stated that the ceremony is scheduled for Thursday, April 5 to begin at 7:00 p.m. in the Burnight Center Theatre. The committee is on schedule to prepare for the annual event and will making a few changes to the program to expedite the process. Keynote speaker nominations will be discussed at the October 17 meeting. The committee also plans to increase efforts to promote board member attendance.

### **Hiring Standards**

Dr. Livingston stated the committee invited Ms. Lewellen to attend its last meeting and requested her input about the committee's work. He thanked her for her time and input, and stated that procedurally, the current method they are using is effective and working well. However, improvement is needed on documenting how decisions are communicated. The voting procedure also needs to comply with Brown Act provisions. Lastly, in order to make decisions more transparent, the committee will begin posting equivalency request results on its webpage.

### **Student Learning Outcomes**

Mr. Fronke distributed the attached May 8 and August 28 meeting minutes. He stated that the committee is working on strategies for communicating the SLO process to the campus. This includes creating a video to encourage faculty to assess SLOs every semester, and also to address common myths and concerns. Mr. Fronke is scheduled to visit several divisions this semester to discuss the process and answer questions. The committee is also working on updating the committee webpage and will continue to work with individual departments to develop assessment strategies. Some committee members suggested having a guest speaker or scheduling an "SLO Day" to help increase awareness. Mr. Fronke also stated that they are still in the process of cleaning up inactivated courses in eLumen. SLO cleanup is completed and data load for the current semester will occur soon. The committee's goals for 2017-18 include developing a plan and narrative for the transition to Canvas, developing a succession plan for the SLO Coordinator and Data Steward functions, and working with all departments undergoing instructional program review to provide assistance in developing goals and action plans based on SLO data.

## VIII. STATUS OF SHARED GOVERNANCE

### **Administrative Procedure 5011 – Admission and Concurrent Enrollment of High School and Other Young Students**

Dr. Johnson stated that the proposed updates to the procedure are necessary in order for the college to officially move forward with MOUs for College and Career Access Pathways (CCAP), which will facilitate students attending college and increase college readiness. He also stated that there is a section of the procedure that is subject to discussion with CCFF. A meeting is scheduled for Tuesday, September 26. In order to begin the process of reviewing the lengthy revisions, this will serve as a first reading and continued discussion is scheduled for the October 9 meeting.

The committee reviewed the proposed updates and discussed limitations on enrollment and approvals required for admission, and recommended using consistent terminology.

## IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Lewellen stated that the OER workshop is for Friday, November 3. She also stated that the online initiative continues to move forward.

Ms. Rosenblatt stated that she was in Sacramento for a CFT meeting and met with a colleague who works at Coast. She told him that the college recently began scheduling earlier registration dates to improve scheduling efficiencies and increase enrollment, and he responded that at Coast, fill rates were at times dependent on which faculty was teaching the course. Although classes were added to accommodate waitlisted students, some of them

chose to remain on the waitlist instead of enrolling in an open course. Dr. Griffin stated that students have told her that they are hesitant to enroll in open courses that do not have an instructor name listed.

Mr. Soto stated that the Counseling department has observed that many students are faced with housing issues and/or not having enough food to eat, and will begin stocking a small food pantry to provide them with assistance.

Ms. Patron stated that homecoming is scheduled for Saturday, October 21. This year's theme is "Classic Arcade Games" and Cerritos will be playing Bakersfield. Zombie Fest is scheduled for Thursday, October 26 and the planned events will help restock the ASCC food pantry. Donations will be accepted in the Office of Student Activities.

X. PRESIDENT'S REPORT

Dr. Johnson provided information related to recent topics discussed by the Executive Council such as monitoring FTES and enrollment, finalizing standard operating procedures for large event parking, discussing DACA updates, and starting the search for a commencement speaker.

XI. ADJOURNMENT

Meeting adjourned at 2:23 p.m.



# Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

Academic Excellence Committee  
Chair, Teresa Cheatham, tcheatham@cerritos.edu  
September 19, 2017  
11:00 a.m., CTX Conference Room

## AGENDA

1. Introductions
2. AEC Activity Timeline

May: Reserved photographer, Student Center, Burnight Center, Quad/Boardroom

October: Invitation letters sent to president, board members, & VPs

November: Division Reps give information at Division meetings

December: Division Reps remind faculty regarding AEA forms (forms out in January)

Monday, January 8, 2018: Nomination forms distributed to faculty

Tuesday, January 9, 2018: Student data distributed to department chairs

Thursday, February 8, 2018: Signed Nomination forms with transcripts attached are due to Division or AEC Representative

Tuesday, February 20, 2018: Check names on transcripts and narratives

Tuesday, March 6, 2018: AEA student photo session

Tuesday, March 20, 2018: Check names on plaques and N/S line up list

Thursday, April 5, 2018 at 7:00 pm: Academic Excellence Awards Program in Burnight Theatre

3. Improvements to consider in 2018 ceremony:

Add greenroom/photos back, faculty read narratives, North/South line up

4. Discuss Keynote Speaker Possibilities: Bio submission/discussion to take place at 10/17 mtg.

Recent Speakers: Fronke, Mixson, Palumbo, Gaik, Hoppe-Nagao, Carroll, Rose, Clifford, Pereira

Recently Considered: Damon Cagnolatti, Michelle Lewellen, Tim Juntilla

5. 2017-2018 Committee Calendar

Tuesday, September 19, 11am, CTX Conference Room

Tuesday, October 17, 11am, CTX Conference Room

Tuesday, November 21, 11am, CTX Conference Room

Tuesday, January 16, 11am, CTX Conference Room

**Thursday, February 8, NOMINATION FORMS ARE DUE!**

Tuesday, February 20, 11am, CTX Conference Room (check transcripts and narratives)

**Tuesday, March 6, 11am, Student Center Stage (photo reception and meeting)**

Tuesday, March 20, 11am, CTX Conference Room (check plaques and N/S line up)

**Thursday, April 5, 7pm, Burnight Theater Academic Excellence Awards Ceremony**

Tuesday, April 17, 11am, CTX Conference Room (lunch)

\_\_\_\_ Abbruzzese, Mark  
\_\_\_\_ Betancourt, David  
\_\_\_\_ Carroll, Dani  
\_\_\_\_ Cheatham, Teresa  
\_\_\_\_ Gersitz, Lorraine  
\_\_\_\_ Graf, Marvelina  
\_\_\_\_ Hathaway, Rebekah  
\_\_\_\_ Johnson, Debra  
\_\_\_\_ Murguia, Stephanie  
\_\_\_\_ Samarin, Rachel  
\_\_\_\_ Shimazu, Cheryl  
\_\_\_\_ Smith, Felicia  
\_\_\_\_ Tolson, Miriam  
\_\_\_\_ Vasquez, Graciela  
X = Present



# Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

Academic Excellence Committee  
Chair, Teresa Cheatham, tcheatham@cerritos.edu  
September 19, 2017  
11:00 a.m., CTX Conference Room

- Abbruzzese, Mark
  - Betancourt, David
  - Carroll, Dani
  - Cheatham, Teresa
  - Gersitz, Lorraine
  - Graf, Marvelina
  - Hathaway, Rebekah
  - Johnson, Debra
  - Murguia, Stephanie
  - Samarin, Rachel
  - Shimazu, Cheryl
  - Smith, Felicia
  - Tolson, Miriam
  - Vasquez, Graciela
- X = Present

## AGENDA OUTCOMES

1. Introductions
2. AEC Activity Timeline: Summarized and Accepted.
  - May: Reserved photographer, Student Center, Burnight Center, Quad/Boardroom
  - October: Invitation letters sent to president, board members, & VPs
  - November: Division Reps give information at Division meetings
  - December: Division Reps remind faculty regarding AEA forms (forms out in January)
  - Monday, January 8, 2018: Nomination forms distributed to faculty
  - Tuesday, January 9, 2018: Student data distributed to department chairs
  - Thursday, February 8, 2018: Signed Nomination forms with transcripts attached are due to Division or AEC Representative
  - Tuesday, February 20, 2018: Check names on transcripts and narratives
  - Tuesday, March 6, 2018: AEA student photo session
  - Tuesday, March 20, 2018: Check names on plaques and N/S line up list
  - Thursday, April 5, 2018 at 7:00 pm: Academic Excellence Awards Program in Burnight Theatre
3. Improvements to consider in 2018 ceremony:
  - Agreed to add greenroom/photos back, agreed to have faculty read narratives, discussed reserved seating with students/escorts and coming up 5 at a time on each side to make North/South line up smoother, send a "Save the Date" letter and go to board meeting to encourage board members to attend awards ceremony/reception before formal invitations go out
4. Discuss Keynote Speaker Possibilities: Bio submission/discussion to take place at 10/17 mtg.
  - Recent Speakers: Fronke, Mixson, Palumbo, Gaik, Hoppe-Nagao, Carroll, Rose, Clifford, Pereira
  - Recently Considered: Damon Cagnolatti, Michelle Lewellen, Monica Bellas, Walter Fernandez
5. 2017-2018 Committee Calendar
  - Tuesday, September 19, 11am, CTX Conference Room
  - Tuesday, October 17, 11am, CTX Conference Room
  - Tuesday, November 21, 11am, CTX Conference Room
  - Tuesday, January 16, 11am, CTX Conference Room
  - Thursday, February 8, NOMINATION FORMS ARE DUE!**
  - Tuesday, February 20, 11am, CTX Conference Room (check transcripts and narratives)



# Cerritos College

**Tuesday, March 6, 11am, Student Center Stage (photo reception and meeting)**

Tuesday, March 20, 11am, CTX Conference Room (check plaques and N/S line up)

**Thursday, April 5, 7pm, Burnight Theater Academic Excellence Awards Ceremony**

Tuesday, April 17, 11am, CTX Conference Room (lunch)



# Student Learning Outcomes (SLO) Committee

## **Goals for 2017-18**

1. Develop a plan and narrative for the transition to the Canvas course management system and all implications for the SLO process. (Deadline: October 31, 2017)
2. Develop a succession plan for the SLO Coordinator and Data Steward functions in order to identify and train faculty interested in serving in those positions. (Deadline: December 31, 2017)
3. Work with all Departments undergoing Instructional Program Review in 2017-18 to provide assistance in developing goals and action plans based on SLO assessment data (Deadline: May 31, 2018)



# SLO Committee

## SLO Report to Faculty Senate

**Date:** August 22, 2017

**Presented by:** Mark Fronke, SLO Coordinator and eLumen Data Steward

The purpose of this memo is to report the accomplishments, obstacles and future goals of the SLO Committee for the Academic year ended May 2017.

During the 2016-2017 academic year, the following was accomplished:

- a. Revised the nature, timing and process for defining, assessing, evaluating and improving Course, Program and Institutional Student Learning Outcomes (SLOs)
- b. Created instructional videos for all steps in the SLO process and the steps to document the results in eLumen.
- c. Held workshops for faculty to improve their knowledge of the process and the steps necessary to document results in eLumen.
- d. Reported to the College community and third party requests for assessment information on Course, Program, Institutional and GE SLOs.
- e. Attended regional SLO symposium to collaborate with other Community College SLO coordinators to share ideas on improving the SLO assessment process.
- f. The committee participated with Academic Affairs to develop a strategy for the "Passport" project to facilitate transfer to out-of-state Universities
- g. Coordinated with the Instructional Program Review committee to revise guidelines for SLO assessment information to be included in self-study reports for programs under review.

Obstacles/problems which hindered committee function.

The College has adopted the eLumen software system to track and monitor the SLO process. The software continues to be a challenge for faculty, department chairs and the committee due to design and operational flaws. In addition, the curriculum process was implemented into eLumen as well which created some challenges in the data and we are currently in the process of verifying accuracy and developing a strategy to facilitate correcting any discrepancies.

The goals for the committee for 2017-18 include:

1. Develop a plan and narrative for the transition to the Canvas course management system and all implications for the SLO process. (Deadline: October 31, 2017)
2. Develop a succession plan for the SLO Coordinator and Data Steward functions in order to identify and train faculty interested in serving in those positions. (Deadline: December 31, 2017)
3. Work with all Departments undergoing Instructional Program Review in 2017-18 to provide assistance in developing goals and action plans based on SLO assessment data (Deadline: May 31, 2018)

Vacancies on the Committee:

Faculty Senate Representative  
CSEA Representative

Cerritos College  
 Student Learning Outcomes (SLO) Committee  
 Academic Year 2017 - 2018

Division	Role	Name	Email	Extension
Business	SLO Coordinator	Mark Fronke	<a href="mailto:mfronke@Cerritos.edu">mfronke@Cerritos.edu</a>	2716
Counseling	SLO Coordinator	Jan Connal	<a href="mailto:jconnal@Cerritos.edu">jconnal@Cerritos.edu</a>	2143
CCFF	Faculty	Pauline Acosta	<a href="mailto:pacosta@Cerritos.edu">pacosta@Cerritos.edu</a>	
Counseling	Faculty	Traci Ukita	<a href="mailto:tukita@Cerritos.edu">tukita@Cerritos.edu</a>	2592
Curriculum	Faculty	Carrie Edwards	<a href="mailto:cedwards@Cerritos.edu">cedwards@Cerritos.edu</a>	2876
DSPS	Faculty	Steven La Vigne	<a href="mailto:slavigne@Cerritos.edu">slavigne@Cerritos.edu</a>	2336
Fine Arts & Comm.	Faculty	Sergio Teran	<a href="mailto:steran@Cerritos.edu">steran@Cerritos.edu</a>	2613
Health Occupations	Faculty	Ann Voorhies	<a href="mailto:avoorhies@Cerritos.edu">avoorhies@Cerritos.edu</a>	2579
HPEDA	Faculty	Jennifer O'Connor	<a href="mailto:joconnor@cerritos.edu">joconnor@cerritos.edu</a>	2846
HSS	Faculty	Jaclyn Ronquillo-Adachi	<a href="mailto:jronquillo@cerritos.edu">jronquillo@cerritos.edu</a>	2763
Liberal Arts	Faculty	Lee Anne McIlroy	<a href="mailto:lamcilroy@cerritos.edu">lamcilroy@cerritos.edu</a>	2847
Library/LRC	Faculty	Lorraine Gersitz	<a href="mailto:lgersitz@Cerritos.edu">lgersitz@Cerritos.edu</a>	2414
SEM	Faculty	Chace Tydell	<a href="mailto:ctydell@Cerritos.edu">ctydell@Cerritos.edu</a>	2684
Technology	Faculty	Chung Vo	<a href="mailto:cvo@cerritos.edu">cvo@cerritos.edu</a>	2925
IERP	ACCME	Kristi Blackburn	<a href="mailto:kblackburn@Cerritos.edu">kblackburn@Cerritos.edu</a>	2193
SEM	ACCME	Connie Boardman	<a href="mailto:cboardman@cerritos.edu">cboardman@cerritos.edu</a>	2687
Student Services	ACCME	Terrie Lopez	<a href="mailto:tmlopez@Cerritos.edu">tmlopez@Cerritos.edu</a>	2361
ASCC	Student	Princess Flor	<a href="mailto:princessflo1313@yahoo.com">princessflo1313@yahoo.com</a>	
Faculty Senate	Faculty	Vacant		
CSEA	Classified	Vacant	<a href="mailto:play@cerritos.edu">play@cerritos.edu</a>	



# SLO Committee Minutes

**Date:** May 8, 2017

**Time:** 3:30 - 4:30 p.m.

**Location:** SS 140

Division	Role	Name	01/23/2017	02/13/2017	02/27/2017	03/27/2017	04/10/2017	05/08/2017
Business	SLO Coordinator	Mark Fronke	P	P	P	P	P	P
Counseling	SLO Coordinator	Jan Connal	P	P	P	P	P	P
CCFF	Faculty	Lyndsey Lefebvre	P	A	A	P	P	P
Counseling	Faculty	Traci Ukita	P	A	P	P	P	P
Curriculum	Faculty	Carrie Edwards	A	A	A	A	A	A
DSPS	Faculty	Steven La Vigne	P	P	A	P	P	P
Faculty Senate	Faculty	Vacant	A	A	A	A	A	A
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P	P	P	P
Health Occupations	Faculty	Ann Voorhies	A	A	A	A	P	P
HPEDA	Faculty	Rebekah Hathaway	A	P	P	P	A	P
HSS	Faculty	Jaclyn Ronquillo	P	P	P	P	P	A
Liberal Arts	Faculty	Chad Greene	A	P	P	P	P	P
Library/LRC	Faculty	Lorraine Gersitz	P	P	P	P	P	P
SEM	Faculty	Chace Tydell	P	P	A	P	A	A
Technology	Faculty	Chung Vo	P	P	A	A	P	P
IERP	ACCME	Kristi Blackburn	P	P	P	P	P	A
SEM	ACCME	Connie Boardman	P	P	P	P	P	A
Student Services	ACCME	Terrie Lopez	P	P	A	P	A	A
CSEA	Classified	Vacant	A	A	A	A	A	A
ASCC	Student	Elizabeth Rivas	A	A	A	A	A	A

	<b>Summary of Discussion</b>
<b>Meeting Called to Order</b>	SLO Coordinator Mark Fronke called meeting to order at 3:35 p.m.
<b>Approval of Minutes</b>	Ann Voorhies made a motion to approve the minutes from the March 27 SLO Committee Meeting. Lorraine Gersitz second the motion. Of the twelve committee members present one abstained- Chace Tydell.
<b>Update on Final Steps for 2016-17</b> <ul style="list-style-type: none"> <li>a. SLO's reviewed and updated by June 30.</li> <li>b. Spring assessments due by June 30.</li> </ul>	<p>Fronke shared with the committee that all classes are ready to be assessed for Spring. Fronke will be sending an email to all department chairs and faculty, encouraging all classes to assess every SLO every semester. Also to remind them that SLO's reviewed and updated by June 30 and Spring assessments are due by June 30.</p> <p><b>Action:</b> Send email to all Department Chairs and Faculty.  <b>Responsibility:</b> Fronke.</p>
<b>Review of Committee Responsibilities</b> <ul style="list-style-type: none"> <li>a. Accomplishments/Goals Achieved</li> <li>b. Obstacles/Problems</li> <li>c. Changes recommended</li> </ul>	<p>The committee reviewed the draft for the Shared Governance Committee and Committee Self Evaluation 2016-17. The committee agreed to include the Passport project and coordinating with program review as an accomplishment. The committee also suggested to rewrite the challenges with eLumen under obstacles and problems.</p> <p><b>Action:</b> Make changes to Committee Self Evaluation.  <b>Responsibility:</b> Fronke.</p>
<b>Establish Goals for 2017-18</b>	<p>Fronke proposed the following goals for 2017-18:</p> <ul style="list-style-type: none"> <li>a. Develop process and training for SLO assessment using Canvas</li> <li>b. Succession plan for SLO Coordinator/eLumen Data Steward</li> </ul> <p><b>Action:</b> Work towards accomplishing 2017-18 goals.  <b>Responsibility:</b> Fronke with help from committee.</p>
<b>Meeting Adjourned</b>	SLO Coordinator Mark Fronke adjourned the meeting at 4:19 p.m.



# SLO Committee Minutes

**Date:** August 28, 2017

**Time:** 3:30 – 5:00 p.m.

**Location:** SS 16

Division	Role	Name	08/28/2017	09/11/2017	09/25/2017	10/09/2017	10/23/2017	11/13/2017	11/27/2017	12/11/2017
Business	SLO Coordinator	Mark Fronke	P							
Counseling	SLO Coordinator	Jan Connal	P							
CCFF	Faculty	Pauline Acosta	P							
Counseling	Faculty	Traci Ukita	A							
Curriculum	Faculty	Carrie Edwards	A							
DSPS	Faculty	Steven La Vigne	P							
Faculty Senate	Faculty	Vacant	A							
Fine Arts & Comm.	Faculty	Sergio Teran	P							
Health Occupations	Faculty	Ann Voorhies	P							
HPEDA	Faculty	Jennifer O'Connor	P							
HSS	Faculty	Jaclyn Ronquillo-Adachi	P							
Liberal Arts	Faculty	Lee Anne McIlroy	P							
Library/LRC	Faculty	Lorraine Gersitz	P							
SEM	Faculty	Chace Tydell	P							
Technology	Faculty	Chuong Vo	P							
IERP	ACCME	Kristi Blackburn	P							
SEM	ACCME	Connie Boardman	P							
Student Services	ACCME	Terrie Lopez	A							
CSEA	Classified	Vacant	A							
ASCC	Student	Princess Florendo	P							

	Summary of Discussion
<b>Meeting Called to Order</b>	SLO Coordinator Mark Fronke called meeting to order at 3:32 p.m.
<b>Approval of Minutes</b>	Lorraine Gersitz made a motion to approve the minutes from the May 8 SLO Committee Meeting. Steven La Vigne second the motion. Of the fifteen-committee members present six abstained- Connie Boardman, Jaclyn Ronquillo, Jennifer O'Connor, Princess Florendo, Lee Anne McIlroy and Pauline Acosta.
<b>Review of 2016-17 SLO Committee Activities- Memo to Faculty Senate</b>	<p>Fronke shared with the committee that he was uninformed that the committee was supposed to file a formal report with the faculty senate once every semester. Fronke shared the memo that he presented to the Faculty Senate. On the memo, Fronke reiterated what was on our year-end document that was submitted to the Institutional Effectiveness Research and Planning director. The other thing he presented was something he extracted from ACCJC-Guide to Evaluating and Improving Institutions, newly updated standards. Fronke reminded the committee that there is a misconception that grading and assessment is two different things. Fronke suggested, he will create a PowerPoint and each committee member will present it at their division meeting.</p> <p><b>Action:</b> Remind faculty about the assessment process.  <b>Responsibility:</b> Fronke with help of SLO Committee.</p>
<b>Schedule of SLO Cycle for 2017-18</b>	<p>Fronke presented an annual draft of the Course and Degree/Certificate SLO Deadlines for 2017-18. Fronke shared he will set up every course to assess for every SLO. Voorhies suggested moving the deadline date of Preparing communication to faculty regarding assessment strategy for academic year based on consensus of department faculty to May. Ronquillo-Adachi suggested embedding assessment strategy for the next year on the March 30, 2018 deadline. Fronke suggested embedding it in the action plan Prepare communication to faculty regarding assessment strategy for next academic year based on consensus of the department faculty and moving it to May 30.</p> <p><b>Action:</b> Make changes to schedule.  <b>Responsibility:</b> Fronke.</p>
<b>Policies and Procedures document</b>	Many things on the SLO website are not consistent with the way we are now doing things. Fronke suggested he develops

	<p>an SLO Handbook, distribute to faculty, and post it on the SLO website. Committee agreed to creating handbook</p> <p><b>Action:</b> Create SLO Handbook.  <b>Responsibility:</b> Fronke.</p>
<p><b>Status of eLumen</b></p> <ul style="list-style-type: none"> <li>a. <b>Courses – Inconsistencies with Chancellor database</b></li> <li>b. <b>SLO updates</b></li> <li>c. <b>Assessment strategy</b></li> <li>d. <b>September 5<sup>th</sup> meeting with eLumen representative</b></li> <li>e. <b>Dataload strategy</b></li> </ul>	<p>Fronke explained to the committee when we implemented data into eLumen we did not use People Soft database, we used the Chancellor’s Office database. Which means if that a course has been inactivated on campus, it still showed up in eLumen. Many of the PEX courses have not been updated, so they are still working on fixing the issue. If there is absence of course on eLumen, contact Curriculum. Fronke shared he will be meeting with eLumen on September 5<sup>th</sup>. Fronke also explained that eLumen is very term orientated so when logging onto eLumen be sure the correct terms selected. Right now there are no course in eLumen as of September 8<sup>th</sup> there will be. The new dataload strategy will be to upload the data the week before the semester starts, revise it four weeks in and again the end of semester with the final roster.</p> <p><b>Action:</b> Upload data.  <b>Responsibility:</b> Fronke.</p>
<p><b>Meeting Adjourned</b></p>	<p>SLO Coordinator Mark Fronke adjourned the meeting at 4:52 p.m.</p>

CERRITOS COLLEGE  
COORDINATING COMMITTEE MINUTES  
October 9, 2017

PRESENT:	Dr. Jose Fierro	ABSENT:	Felipe Lopez
	Rick Miranda		Sandy Marks
	Dr. Adriana Flores-Church		Dr. April Griffin
	Dr. Stephen Johnson		
	Michelle Lewellen		
	Stephanie Rosenblatt		
	Armando Soto		
	Lynn Laughon		
	David Ward		
	Miriam Tolson		
	Julie Mun	GUEST(s):	Dr. Carrie Edwards
	Karen F. Patron D.		Elizabeth Miller

- I. MEETING CALLED TO ORDER  
Dr. Fierro called the meeting to order at 1:04 p.m.
- II. PUBLIC COMMENTS  
There were no public comments.
- III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES  
Information regarding all employment opportunities is posted on the Human Resources webpage.
- IV. APPROVAL OF MINUTES – September 25, 2017  
It was moved by Mr. Soto and seconded by Mr. Miranda to approve the September 25 minutes. The vote for approval was 8-0-2; Dr. Fierro and Ms. Laughon abstained. Mr. Ward and Ms. Tolson were not present for the vote.
- V. BOARD AGENDA – October 18, 2017  
The committee reviewed the draft October 18 Board Agenda.
- VI. ITEMS FROM INSTITUTIONAL COMMITTEES  
**Student Life**  
Ms. Miller distributed the attached September 7 meeting minutes. She stated that the committee finalized the following goals for the year: in collaboration with DSPS, assist with development and distribution on guidelines/resources on making campus events and activities universally accessible; explore needs related to establishment of a cross-cultural center; review the grade grievance policy (AP 5530) and process, focusing on terms and timeline within the policy, and provide recommendations; improve commencement-related communication to students; and determine and implement strategies to address graduates leaving mid-ceremony during commencement. Ms. Miller also stated that the committee

reviewed the results of the Food Vendor Preference Survey and that more than 2,500 responses were submitted. Commencement speaker nominations for the 60<sup>th</sup> commencement ceremony will open soon with a December 15 deadline.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

**Curriculum**

Dr. Edwards stated that the committee continues to work on streamlining the approval process and complying with changes to Title V such as hours and credit calculations, and the addition of outside-of-class hours and total student learning hours for course outlines of record (COR). She also stated that the Chancellor's Office has granted us auto approval for courses and local degrees, but not for CTE, AD-T, and AS-T degrees. The committee's goals for the year are to review/revise/rewrite distance education questions, review the GE package to see if it can be condensed to facilitate student completion, review how we statistically validate pre-requisites and remove barriers to access, and review/revise/rewrite the Curriculum Committee Handbook to reflect past and currently evolving changes.

Faculty began using eLumen this semester and adjustments will continue to be made as we transition our curriculum process and issues are reported. Mr. Miranda thanked Dr. Edwards and the Curriculum Committee for working diligently with eLumen to ensure the final product matches our needs.

**Professional Relations**

No report.

**Technology-Based Learning**

Ms. Lewellen gave a report on behalf of co-chairs Cynthia Alexander and Debbie Jensen. She stated that the committee is working on reviewing the distance education guidelines and hope to have this completed by the end of the academic year. She also stated that the committee is reviewing the online orientation for distance education courses to determine whether it needs to be updated and/or be made mandatory. They are also discussing regular and effective contact guidelines from a student's perspective.

VIII. STATUS OF SHARED GOVERNANCE

**Administrative Procedure 5011 – Admission and Concurrent Enrollment of High School and Other Young Students**

Dr. Johnson stated that the committee conducted a first reading at the September 25 meeting. A meeting with CCFF was held on Tuesday, September 26 to address their concerns and the draft was updated with additional language with regard to qualified high school teachers.

It was moved by Ms. Lewellen and seconded by Mr. Soto to approve revisions to AP 5011 as attached. The vote for approval was unanimous.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Patron encouraged all to attend homecoming and stated that float building will begin next week. Zombie Fest is scheduled for Thursday, October 26 and ASCC will be collecting donations for its food pantry. She also announced that DACA Advocacy week is scheduled

for October 16 and thanked faculty and Dr. Fierro for making arrangements to provide on-campus immigration lawyer walk-in sessions.

Ms. Laughon thanked Dr. Fierro for sending a [President's Message](#) with regard to multiple brush fires burning across the region, and stated his concern for employee safety is much appreciated.

X. PRESIDENT'S REPORT

Dr. Fierro provided information related to recent topics discussed by the Executive Council such as monitoring FTES and enrollment, the draft Strategic Plan 2017-2020, and DACA updates.

XI. ADJOURNMENT

Meeting adjourned at 2:07 p.m.



## Student Life Committee

Minutes | September 7, 2017

### 1) Attendance & Quorum

- **Attendance:** Ryan Hitch, Elizabeth Miller, Tom Gallivan, Vince Vizcarra, Maria Isai, Brianne Freeman, Nikki Jones, Dan Smith, Stephen Johnson, Rodrigo Quintas
- **Committee Quorum:** The committee reviewed its quorum requirement. The current quorum requirement is 35 percent in the fall semester and 50 percent + 1 in the spring semester, both based on the total membership.

### 2) Student Life Committee Goals

- Student Life Committee put 2017-2018 goals on hold due to Commencement planning. The Committee would like to establish goals in line with the following Educational Master Plan goals:
  - **EMP GOAL A: STRENGTHENING THE CULTURE OF COMPLETION** Highlight clear educational and career pathways for ALL students and provide the programs, guidance and support they need to achieve their educational goals in a timely manner.
    - **A8.** Foster a culture of respect that reflects the campus commitment to diversity and inclusion and effectively addresses students' needs for holistic support, personal responsibility, situational awareness, and leadership development.
  - **EMP GOAL D: IMPROVING INTERNAL AND EXTERNAL COMMUNICATION** Raise awareness about who we are and convey that message effectively, both internally and externally. Improve information transfer between all our on-campus constituent groups as well as with our external community.
    - **D4.** Provide information delivery guidelines for employees and students to ensure information is communicated more effectively, intuitively and with ease (more consistent information flow through Cerritos College).
  - **EMP GOAL F: ENHANCING ORGANIZATIONAL EFFECTIVENESS** Enhance organizational effectiveness by streamlining and simplifying College systems and processes. Diversify revenue sources to maximize discretionary funding opportunities.
    - **F1.** Identify, streamline, and simplify all institutional policies, practices, procedures, and processes.

#### Members of the Committee proposed some ideas for the EMP goals:

- Collaborate with campus groups on student life events, seminars, workshops, etc. to effectively address needs of all student. (Goal A8).
- OSCG-Grade Grievance Policy (Goal F)
  - (a) Clearly illustrate the four conditions upon which grades or grading can be questioned: mistake, fraud, bad faith, or incompetence.
    - (i) Give examples so that students may better understand the policy.
  - (b) Expand Grade Grievance policy (AP 5530) section in class schedule/ catalog.
- Improve commencement ceremony communication to students (Goal D).

- Cultural Resource Center/ Shared space: Umoja, Puente, Safezone (Goal A8).
- Advertising the variety of campus resources available to students (Goal A8).

### 3) Cerritos College Food Court & Vending Services

#### A. Food Services

- In an effort to plan future food services that may come onto campus we are asking that students, faculty, and staff complete the Cerritos College Food Services Survey. The survey has 12 questions, and should take about 5 minutes to complete.
- Survey was distributed to students, staff, faculty, management, and administrators via email, Daily Falcon, Campus Connection
- Results will be shared with SLC

#### B. Food Services Feedback

- Students, staff, faculty, management, and administrators can provide feedback, complaints, or compliments regarding the Cerritos College food services vending by filling out a quick form in the Student Activities Office or by emailing Elizabeth Miller.
- Vending contracts that are coming up: Fresh & Natural, Frantones, and Zebra Cafe

#### C. Bookstore Update

- Bookstore noticed that enrollment must be down, student driven sales are lower and traffic during the “Back To School” rush was lower than usual.
- Bookstore had one conduct related incident during back to school rush.

#### D. CSEA

- Staff/ faculty members want a say in the food vendors on campus since most of staff/ faculty are on campus all day.

#### E. Pepsi:

- The Pepsi Co. is on an ongoing 6 months contract extension. The beverage contract will be reviewed once the food service contracts are done and in place.

### 4) OSCG

- The Dean of Student Services, Elizabeth Miller developed a new handout/ informational sheet *Guide for Writing a Student Conduct, CAIR, or Title IX Report*
  - Dr. J, Dr. VCR, E.M. receive all reports
  - Maxient Managers our database/ records
  - Electronic forms are all on our website.
  - Students can request copy of records.

### 5) Commencement 2018

- 60<sup>th</sup> annual Commencement Ceremony
- Committee to revisit SWOT analysis of the 2017 commencement ceremony

### 6) Announcements

- Sept. 13 & 14 ASCC Senate Elections
- BOT Annual Budget
  - Enrollment is directed impact on revenue
  - Planning + Budget discussion on hiring freezes and revenue impact
  - Cerritos City Council to discuss future of the corner lot located at 166<sup>th</sup>/ Studebaker September 18



Student Life Committee  
September 7, 2017

## Sign In

	NAME	DEPARTMENT	EXT.
1	Ryan Hitch	English	5379
2	Elizabeth Miller	Student Affairs	2476
3	Tom Callivan	CCPD	2327
4	Vince Vizcaino	Health Dec	8520
5	Maria Isai	stn. Affairs	2405
6	Brianne Freeman	BKstr	2460
7	Nikki Jones	Student Affairs	2471
8	Dan Smith	HPEDA	2863
9	Stephen Johnson	Student Success	2256
10	Rodrigo Quintana	ASCC	
11			
12			
13			
14			
15			

## **COLLEGE COMMITTEE ON STUDENT LIFE**

### **A. Purposes**

- Develops and implements procedures for student rights and responsibilities, student grievances, and student conduct and discipline
- Promotes awareness of student events and accomplishments
- Develops and implements procedures for the commencement ceremony
- Recommends a commencement speaker to the Coordinating Committee
- Monitors trends and practices on issues within the committee's scope and communicates them to the college

### **B. Subcommittees**

Commencement Speaker Selection Subcommittee. Additional subcommittees may be appointed as necessary.

### **C. Chairperson (how selected/elected)**

1. The Dean of Student Services is the Chairperson.
2. It is the responsibility of the Chairperson to prepare and distribute the agenda, conduct meetings, forward recommendations to the College Coordinating Committee, and maintain the Committee website.

### **D. Other Officers (if any)**

None

### **E. Membership (17 members – *revised 12/7/09*)**

Dean of Student Services  
Vice President of Student Services/Assistant Superintendent or designee  
Coordinator of Student Judicial Affairs  
Student Activities Coordinator  
2 management representatives appointed by ACCME  
2 faculty representatives appointed by the Faculty Senate (one instructional and one from a student services unit)  
2 classified representatives appointed by CSEA  
ASCC Commissioner of Student Services or designee  
1 student representative appointed by ASCC

Ex-officio members: Bookstore Manager, Associate Dean of Student Health, Wellness and Veterans Services, Dean of Disabled Student Programs & Services or designee, Chief of Campus Police, and Facilities representative (all non-voting)

**F. Terms of Office**

1. Three-year staggered terms not to exceed two consecutive terms for appointed positions when possible. Exceptions will be considered by the College Coordinating Committee. Appointees with subject-area expertise may be requested from the representative groups.
2. The ASCC representative will serve a one-year term.

**G. Quorum**

The committee will review its quorum requirement at the beginning of each academic year. The current quorum requirement is 35 percent in the fall semester and 50 percent + 1 in the spring semester, both based on the total membership. All recommended revisions must be forwarded to the Coordinating Committee for review. The quorum requirement will be posted on the committee website.

**H. Decision-making Process**

Consensus shall be the preferred decision-making process. If consensus cannot be achieved, the committee shall use majority vote of members present and voting as its voting method.

**I. Reporting Guidelines**

All actions of the College Committee on Student Life and its subcommittees will be communicated to the College Coordinating Committee in the form of minutes, committee and subcommittee reports. The Chairperson will be responsible for maintaining relevant committee information on the website. (See [Appendix D](#), Guidelines for Committee Websites)

**J. Meetings (day and time)**

First Thursday of each month at 1:00 p.m.



## **Student Life Committee Goal Development 2017-2018**

### **EMP GOAL A**

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

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

### **EMP GOAL D**

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

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

### **EMP GOAL F**

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

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

Student Services

1 **AP 5011 TRACKS OF ADMISSION AND CONCURRENT ENROLLMENT**  
2 **OF HIGH SCHOOL AND OTHER YOUNG STUDENTS:**  
3 **COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)**  
4 **TRACK AND NON-COLLEGE AND CAREER ACCESS**  
5 **PATHWAYS (NON-CCAP) TRACK**

6 **References:**

7 Education Code, Sections 11300, 48800, 48800.5, 48802, 49011, 66010.4,  
8 76001, and 76002, 76004, 87010, and 87011

9 The College authorizes the admission of special Special Admit students and “highly-  
10 talented” K-12 minor students without high school diplomas, who can benefit from  
11 “advanced scholastic or career/technical work.” The responsibility to make the  
12 determination of the student’s preparation belongs to the K-12 school district in which the  
13 student is enrolled.

14 Authority to restrict the admission or enrollment of a special Special Admit part-time or  
15 full-time student in any session based on age, grade-level completion, current school  
16 performance, or assessment and placement procedures in conformance with  
17 matriculation regulations remains the prerogative of the College.

18 All courses will be taken for college credit. Subject to college and school district  
19 compliance with applicable regulations, and if followed procedures provided herein, pupils  
20 may receive dual credit.

21 The parent or guardian of a pupil not enrolled in a public school retains the ability to  
22 directly petition the President/Superintendent for the pupil’s special Special Admit  
23 admission on a part-time or full-time basis.

24 When both CCAP and Non-CCAP enrollment opportunities are provided by the college,  
25 it must adhere to the overall 10% full-time equivalent student (FTES) cap for all special  
26 admit students.

27 **Non-CCAP Track Dual Enrollment of High School Juniors and Seniors (N-CCAP Jr**  
28 **& Sr)**

29 Cerritos College will admit N-CCAP Jr & Sr high school juniors and seniors for enrollment  
30 to the College who are eligible to participate based on the criteria established below.

31 The student must be recommended by his/her high school principal or designee. As part  
32 of the approval process, the principal must verify through consent and signature on the

## CCLC Update #28 Revisions

33 Special Admit Minor Form that the recommended student can benefit from college  
34 instruction.

35 A parent/guardian consent and signature on the [Dual Enrollment](#) Form, verifying  
36 parental/guardian approval of student's participation, must be submitted in addition to the  
37 College application. Parents/guardians must also acknowledge on the [Dual Enrollment](#)  
38 Form that the student will be expected to conform to all College policies.

39 Cerritos College will admit [N-CCAP Jr & Sr](#) high school juniors and seniors who meet the  
40 following conditions:

41

### 42 **Academic Eligibility**

- 43 • [N-CCAP Jr & Sr student admission may be limited for reasons of age or grade](#)  
44 [level.](#)
- 45 • For all courses attempted, [N-CCAP Jr & Sr](#) students must complete the College  
46 assessment process and meet the stated prerequisite and or co-requisite for the  
47 desired course.
- 48 • For summer sessions, [N-CCAP Jr & Sr student admission is further limited to high](#)  
49 [school principal recommendation to be provided only if the pupil demonstrates](#)  
50 [adequate preparation in the discipline to be studied, the pupil exhausts all](#)  
51 [opportunities to enroll in an equivalent course at school of attendance, and if the](#)  
52 [total number of such pupils does not exceed 5% of that grade level.](#)
- 53 • Students with a verifiable disability (verification to be provided by school of origin)  
54 will be referred to Disabled Student Programs and Services for assessment and  
55 recommendation.

### 56 **Limitations on Enrollment**

- 57 • [An N-CCAP Jr & Sr](#) student may be permitted to enroll in up to 11.99 units.  
58 Exceptions may be made, subject to consideration and approval by the Dean of  
59 Admissions, Records and Services.
- 60 • [Such students may not enroll in physical education courses.](#)
- 61 • [Such students' enrollment may be limited for reasons of age or grade level.](#)
- 62 • [Such](#) students who have previously enrolled and who have dropped their courses  
63 and/or have not made satisfactory progress will not be allowed to continue  
64 [enrollment.](#)
- 65 • [Such](#) students will not receive priority enrollment status.
- 66 • [Such](#) students will be charged all applicable fees charged to regularly admissible  
67 students, with the exception of California Community College enrollment fees  
68 ([neither the](#) in-state, per unit charge [nor the non-resident tuition and capital outlay,](#)  
69 [per unit charges](#)).

### 70 **[Dual Enrollment, Non-CCAP Track Students Through the 10th Grade \(N-CCAP K-](#)** 71 **[10\)](#)**

72 Cerritos College will admit highly gifted elementary students and secondary students  
73 through the 10<sup>th</sup> grade level for enrollment to the College if they are eligible to participate  
74 based on the criteria below:

**Academic Eligibility**

- N-CCAP K-10 student admission may be limited for reasons of age or grade level.
- For all courses attempted, N-CCAP K-10 students must complete the College assessment process and meet the stated prerequisite and or co-requisite for the desired course.
- For summer sessions, N-CCAP K-10 student admission is further limited to high school principal recommendation to be provided only if the pupil demonstrates adequate preparation in the discipline to be studied, the pupil exhausts all opportunities to enroll in an equivalent course at school of attendance, and if the total number of such pupils does not exceed 5% of that grade level.
- Students with a verifiable disability (verification to be provided by school of origin) will be referred to Disabled Student Programs and Services for assessment and recommendation.

**Limitations on Enrollment**

- N-CCAP K-10 students may be permitted to enroll in up to 4 units each term.
- Such student enrollment in courses is based on space availability with College instructor signature required prior to enrollment.
- Such students may not enroll in physical education courses.
- Such students who have previously enrolled and who have dropped their courses and/or have not made satisfactory progress will not be allowed to continue in the Special Admit Program.
- Such students will not receive priority enrollment status.
- Such students will be charged all applicable fees charged to regularly admissible students, with the exception of California Community College enrollment fees (neither the in-state, per unit charge nor the non-resident tuition and capital outlay, per unit charges).

**Summer Enrollment of K-12 Students**

To be considered for admission as a Special Admit summer session student, the student must meet the eligibility standards as established in Education Code Sections 48800 and 76001. Students will not be admitted unless they have availed themselves of all opportunities to enroll in equivalent courses at their schools of attendance.

Refer also to the **Academic Eligibility** sections for N-CCAP Jr and Sr and N-CCAP K-10 students regarding summer sessions.

The number of such persons recommended shall not be in excess of five percent of the total number of students who have completed a particular grade immediately prior to the time of recommendation.

**Minors Who Are Not Enrolled in a School Program**

The Cerritos College President/Superintendent, or designee, may admit students who are not enrolled in a public school into any class for which the student may qualify. Qualifications and eligibility for participation are listed below:

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- 115 • Parent/guardian approval shall include acknowledgement by the  
116 parent/guardian that he/she understands that he/she will be expected to  
117 conform to all College policies.
- 118 • Cerritos College may admit minors who are not high school graduates who  
119 meet the following conditions:
- 120 ○ Complete the Cerritos College admission application
  - 121 ○ Submit the appropriate College form (Non-Enrolled Minor Form) for the  
122 approval by the Cerritos College President/Superintendent, or designee,  
123 stating the following:
    - 124 • Grade level of student.
    - 125 • Parental/guardian approval for the student to enroll in a College-level  
126 class.
    - 127 • Verifiable demonstration of the student's ability to benefit from  
128 advanced scholastic or career/technical work.
    - 129 • A statement indicating the exact college-level class(es) in which the  
130 student is requesting enrollment at Cerritos College.
    - 131 • The student must enroll in a course of instruction of a scope and  
132 duration sufficient to satisfy the requirements of law.
  - 133 • If the College denies a request for ~~special~~ [Special Admit](#) part-time or full-time  
134 enrollment at a community college for a pupil who is identified as highly gifted,  
135 the College shall record its findings and the reason(s) for denial of the request  
136 in writing within 60 days. The written recommendation and denial shall be  
137 issued to the student at least 30 days after the request has been submitted.  
138 (Education Code, Section 76001(b))
  - 139 • The attendance of a pupil at a community college as a ~~special~~ [Special Admit](#)  
140 part-time or full-time student pursuant to this section is authorized attendance,  
141 for which the community college shall be credited or reimbursed pursuant to  
142 Education Code, Sections 48802 and 76002.

### 143 **Classes on High School Campuses**

144 If the decision to offer a class on a high school campus is made after publication of the  
145 College's regular schedule of classes, and the class is only advertised to the general  
146 public through electronic media, the class must be advertised for a minimum of 30  
147 continuous days prior to the first meeting of the class.

148 If the class is offered on a high school campus, the class may not be held during the time  
149 the campus is closed to the general public, as defined by the school board. If the class  
150 is a physical education class, no more than ten percent of the enrollment of the class may  
151 consist of ~~special~~ [Special Admit](#) part-time or full-time students.

### 152 **Additional Regulations**

153 To be considered for admission as a ~~special~~ [Special Admit](#) part-time or full-time student,  
154 the student must meet the eligibility standards established in Education Code, Section  
155 48800.05. ~~special~~ [Special Admit](#) part-time and full-time students are given low enrollment  
156 priority in accordance with AB 967, except for students attending a middle college high

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157 school if the student is seeking to enroll in a course that is required for the student's  
158 middle college high school program.

159 State regulations provide that special ~~Special Admit~~ student enrollment in physical  
160 education courses shall not exceed five percent of the District's total reported full-time  
161 equivalent enrollment of special ~~Special Admit~~ part-time and full-time students; however,  
162 Cerritos College does not permit enrollment of such students in physical education  
163 courses.

### 164 **College and Career Access Pathways (CCAP)**

165 The District may enter into a CCAP partnership with a school district partner that is  
166 governed by a CCAP partnership agreement approved by the governing boards of both  
167 districts. As a condition of, and before adopting a CCAP partnership agreement, the  
168 governing board of each district, at an open public meeting of that board, shall present  
169 the dual enrollment partnership agreement as an informational item. The governing board  
170 of each district, at a subsequent open public meeting of that board, shall take comments  
171 from the public and approve or disapprove the proposed agreement.

172 If the governing board has adopted all of the legal requirements of Education Code  
173 Section 76004 in order to participate in a College and Career Access Pathways (CCAP)  
174 partnership with the governing board of a school district for the purpose of offering or  
175 expanding dual enrollment opportunities for students who may not already be college  
176 bound or who are underrepresented in higher education, with the goal of developing  
177 seamless pathways from high school to community college for career technical education  
178 or preparation for transfer, improving high school graduation rates, or helping high school  
179 pupils achieve college and career readiness, the District may enter into a CCAP  
180 partnership.

181 The CCAP partnership agreement shall be filed with the Chancellor of the California  
182 Community Colleges and with the California State Department of Education before the  
183 start of the CCAP partnership, and shall:

- 184 • outline the terms of the CCAP partnership and shall include, but not necessarily  
185 be limited to, the total number of high school students to be served and the total  
186 number of full-time equivalent students projected to be claimed by the community  
187 college district for those students; the scope, nature, time, location, and listing of  
188 community college courses to be offered; and criteria to assess the ability of pupils  
189 to benefit from those courses.
- 190 • establish protocols for information sharing, in compliance with all applicable state  
191 and federal privacy laws, joint facilities use, and parental consent for high school  
192 pupils to enroll in community college courses.
- 193 • identify a point of contact for the participating community college district and school  
194 district partner.
- 195 • certify that any community college instructor teaching a course on a high school  
196 campus has not been convicted of any sex offense as defined in Education Code  
197 Section 87010, or any controlled substance offense as defined in Education Code  
198 Section 87011.

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- 199 • certify that any community college instructor teaching a course at the partnering  
200 high school campus has not displaced or resulted in the termination of an existing  
201 high school teacher teaching the same course on that high school campus.
- 202 • certify that a qualified high school teacher teaching a course offered for college  
203 credit at a high school campus has not displaced or resulted in the termination of  
204 an existing community college faculty member teaching the same course at the  
205 partnering community college campus.
- 206 ○ qualified high school teacher, for the purpose of this Administrative  
207 Procedure, means a high school teacher who meets the minimum  
208 qualifications to teach college courses that are offered through dual  
209 enrollment. The high school teacher will be considered according to  
210 established Cerritos College selection procedures and if selected, will  
211 become an adjunct faculty member of Cerritos College. The faculty member  
212 will abide and be covered by the faculty collective bargaining agreement  
213 and the policies and procedures of Cerritos College.
- 214 • include a certification by the participating community college district of all of the  
215 following:
- 216 ○ a community college course offered for college credit at the partnering high  
217 school campus does not reduce access to the same course offered at the  
218 partnering community college campus;
- 219 ○ a community college course that is oversubscribed or has a waiting list shall  
220 not be offered in the CCAP partnership; and
- 221 ○ participation in a CCAP partnership is consistent with the core mission of the  
222 community colleges pursuant to Education Code Section 66010.4, and that  
223 pupils participating in a CCAP partnership will not lead to enrollment  
224 displacement of otherwise eligible adults in the community college.
- 225 • certify that both the school district and community college district partners comply  
226 with local collective bargaining agreements and all state and federal reporting  
227 requirements regarding the qualifications of the teacher or faculty member  
228 teaching a CCAP partnership course offered for high school credit.
- 229 • specify both of the following:
- 230 ○ which participating district will be the employer of record for purposes of  
231 assignment monitoring and reporting to the county office of education; and,
- 232 ○ which participating district will assume reporting responsibilities pursuant to  
233 applicable federal teacher quality mandates.
- 234 • certify that any remedial course taught by community college faculty at a partnering  
235 high school campus shall be offered only to high school students who do not meet  
236 their grade level standard in math, English, or both on an interim assessment in  
237 grade 10 or 11, as determined by the partnering school district, and shall involve  
238 a collaborative effort between high school and community college faculty to deliver  
239 an innovative remediation course as an intervention in the student's junior or senior  
240 year to ensure the student is prepared for college-level work upon graduation.

241 A community college district participating in a CCAP partnership shall not provide physical  
242 education course opportunities to high school pupils or any other course opportunities  
243 that do not assist in the attainment of at least one of the following goals:

## CCLC Update #28 Revisions

- 244 • developing seamless pathways from high school to community college for career  
245 technical education or preparation for transfer;  
246 • improving high school graduation rates; or,  
247 • helping high school pupils achieve college and career readiness.

248 The District will not enter into a CCAP partnership with a school district within the service  
249 area of another community college district, except where an agreement exists, or is  
250 established, between those community college districts authorizing that CCAP  
251 partnership.

252 A high school pupil enrolled in a course offered through a CCAP partnership shall not be  
253 assessed any fee that is prohibited by Education Code Section 49011.

254 The District may assign priority for enrollment and course registration to a pupil seeking  
255 to enroll in a community college course that is required for the pupil's CCAP partnership  
256 program that is equivalent to the priority assigned to a pupil attending a middle college  
257 high school as described in Education Code Section 11300 and consistent with middle  
258 college high school provisions in Education Code Section 76001.

259 The District may limit enrollment in a community college course solely to eligible high  
260 school students if the course is offered at a high school campus during the regular school  
261 day and the community college course is offered pursuant to a CCAP partnership  
262 agreement.

263 The District may allow a **Special Admit** part-time student participating in a CCAP  
264 partnership agreement established pursuant to this article to enroll in up to a maximum  
265 of 15 units per term if all of the following circumstances are satisfied:

- 266 • the units constitute no more than four community college courses per term  
267 • the units are part of an academic program that is part of a CCAP partnership  
268 agreement established pursuant to this article; and,  
269 • the units are part of an academic program that is designed to award students both  
270 a high school diploma and an associate degree or a certificate or credential.

271 The governing board of the District exempts **CCAP Special Admit** part-time students from  
272 the following fee requirements:

- 273 • Student representation fee (Education Code Section 76060.5)  
274 • Nonresident tuition fee and corresponding permissible capital outlay fee and/or  
275 processing fee (Education Code Sections **76140, 76141, 76142**)  
276 • Transcript fees (Education Code Section 76223)  
277 • Course enrollment fees (Education Code Section 76300)  
278 • Apprenticeship course fees (Education Code Section 76350)  
279 • Child development center fees (Education Code Section 79121)

280 The District shall not receive a state allowance or apportionment for an instructional  
281 activity for which the partnering district has been, or shall be, paid an allowance or  
282 apportionment.

## CCLC Update #28 Revisions

283 The attendance of a high school pupil at a community college as a Special Admit part-  
284 time or full-time student pursuant to this section is authorized attendance for which the  
285 community college shall be credited or reimbursed pursuant to Education Code Section  
286 48802 or 76002, provided that no school district has received reimbursement for the same  
287 instructional activity.

288 For each CCAP partnership agreement entered into pursuant to this section, the District  
289 shall report annually to the Chancellor of the California Community Colleges, the  
290 Legislature, the Director of Finance, and the State Superintendent of Public Education all  
291 of the following information:

- 292 • The total number of high school pupils, by schoolsite, enrolled in each CCAP  
293 partnership, aggregated by gender and ethnicity, and reported in compliance with  
294 all applicable state and federal privacy laws.
- 295 • The total number of community college courses, by course category and type and  
296 by schoolsite, enrolled in by CCAP partnership participants.
- 297 • The total number and percentage of successful course completions, by course  
298 category and type and by schoolsite, of CCAP partnership participants.
- 299 • The total number of full-time equivalent students (FTES) generated by CCAP  
300 partnership community college district participants.

301 The College Catalog, which is updated annually, contains the most recent information  
302 regarding the admission and enrollment of high school and other young students. This  
303 document is updated annually for currency and correctness.

304 Office of Primary Responsibility: Vice President, Student Services

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**Date Approved: June 11, 2007**

**Dates Revised: October 15, 2012; October 9, 2017**

*(Replaces former Cerritos CCD Policies 4102.1 and 4102.2)*

CERRITOS COLLEGE  
COORDINATING COMMITTEE MINUTES  
October 23, 2017

PRESENT: Dr. Jose Fierro  
Rick Miranda  
Dr. Adriana Flores-Church  
Sandy Marks  
Michelle Lewellen  
Stephanie Rosenblatt  
Armando Soto  
Dr. April Griffin  
Lynn Laughon  
David Ward  
Kim Applebury  
Julie Mun  
Karen F. Patron D.

ABSENT: Dr. Stephen Johnson  
Felipe Lopez

GUEST(s): Julie Bathke  
David Moore

- I. MEETING CALLED TO ORDER  
Dr. Fierro called the meeting to order at 1:06 p.m.
- II. PUBLIC COMMENTS  
There were no public comments.
- III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES  
Information regarding all employment opportunities is posted on the Human Resources webpage.
- IV. APPROVAL OF MINUTES – October 9, 2017  
It was moved by Mr. Ward and seconded by Mr. Soto to approve the October 9 minutes. The vote for approval was 11-0-2; Ms. Marks, Dr. Griffin, and Ms. Applebury abstained.
- V. BOARD AGENDA – None
- VI. ITEMS FROM INSTITUTIONAL COMMITTEES  
**Facilities Planning**  
Mr. Moore distributed the attached September 19 meeting minutes. He stated that the committee has met twice this semester and that construction updates make up the majority of conversation. Future work includes contributing to the review and update of the Facilities Master Plan. He stated that the shade structure by the Administration building is scheduled to be completed by the end of October. The structure by the Library is scheduled for completion in mid-November, and the structure by Health Occupations should be completed in March 2018. However, there was a deferred DSA approval for the shade material that goes on top of the structures.

**District Committee on Safety**

Mr. Moore distributed the attached screenshot of the [Safetysnap](#) online form for reporting campus safety and hazard concerns. He stated that the purpose of the form is to report unsafe conditions. The information is sent to Mr. Moore, Chief Gallivan, Captain Strand, and Stephanie Barlow. He stated that the form has been well received and the committee will work with Public Affairs to promote awareness.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

**Department Chairs**

Ms. Lewellen distributed the attached September 28 meeting minutes on behalf of committee co-chairs Carl Stammerjohn and Amy Holzgang. She stated that the committee will be working on the assignment article with CCF, and also the online initiative.

**Sabbatical Leave**

Ms. Bathke distributed the attached update of committee activities. She stated that the committee's goals align with [Goals C and E](#) of the Educational Master Plan. Ms. Bathke stated that six applications were received for 2018-19 sabbaticals and the committee is currently processing them. The committee will continue to use an interview format with applicants to facilitate dialogue. A recommendation is scheduled to be presented to Faculty Senate by the end of the semester. Ms. Bathke also stated that there are three faculty who returned from 2016-17 sabbaticals and that their reports are due by the end of the semester. The faculty were required to submit their drafts through Canvas to reduce paper and create a more efficient review process. The reports should be processed by mid-spring and the writers are prepared to give presentations to the board in April 2018.

VIII. STATUS OF SHARED GOVERNANCE – None

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Lewellen stated that the OER conference is scheduled for Friday, November 3, and that the online initiative is moving along quickly.

Mr. Soto shared his concerns with regard to the recent passage of [AB 705 \(Irwin\)](#). He stated that as a counselor and department chair, he is wondering how the college will institutionalize the process and prepare for the changes. Mr. Miranda stated that the requirements are unclear and that he and Dr. Johnson have volunteered to serve on an implementation task force. If selected, this would create a direct pipeline to the Chancellor's Office. He stated that he will meet with Mr. Soto, Ms. Lewellen, and Dr. Johnson to start coming up with ideas and bringing people together. Dr. Fierro stated that we need to establish a timeline and identify desired outcomes, and meet all mandates and deadlines with inclusive conversations.

X. PRESIDENT'S REPORT

Dr. Fierro stated that Homecoming was fun and thanked those who attended to support the team. He also provided information related to recent topics discussed by the Executive Council such as the draft 2017-19 Integrated Plan, reviewing faculty feedback for classes held at La Mirada Adult School, monitoring enrollment, requests for parking waivers, and preparations for the October 19 Great California Shakeout Drill.

ADJOURNMENT

Meeting adjourned at 2:00 p.m.

COLLEGE COMMITTEE ON FACILITIES PLANNING  
MEETING MINUTES  
SEPTEMBER 19, 2017

PRESENT: Felipe Lopez  
David Moore  
Patrick O'Donnell  
Dr. Dan Smith  
Ilva Mariani  
Bernie Negrete  
Linda Kaufman  
Tim Kyllingstad

ABSENT: Shawna Baskette  
Lucy Self  
Synnikiu Avalas

GUEST(S):

**1. CALL TO ORDER**

Mr. Lopez called the meeting to order at 11:10 a.m.

**2. APPROVAL OF THE MARCH 21, 2017 MEETING MINUTES**

It was moved by Mr. O'Donnell and seconded by Dr. Smith to approve the March 21, 2017 meeting minutes. The minutes were approved as presented.

**3. CONSTRUCTION STATUS REPORT/GO BOND UPDATE**

**Old Fine Arts Building**

The old Fine Arts Building has been demolished. Currently, concrete work is being done which includes, restoring the pedestrian path of traffic, fire lane, arc, and benches. This work should be completed by mid-October. Once this work is completed, the fence will get pulled back to the edge of the new Performing Arts site. Also, while this site will be fenced off till late summer 2018, there will be some intermittent site work for utilities.

**Health and Wellness Complex**

This project is progressing, with steel beams going up. This building is being built in two phases with the first building being ready in 2019 and the last building ready in 2020.

**Shade Structures**

This project has a total of four shade structures. There was a deferred DSA approval on the shade material (the translucent panel that goes on top of the structure that provides the shade). The college is waiting for DSA approval, on how that connects to the steel. The shade structure on Alondra should be completed by mid-October; the structure behind the Administration Building should be completed mid-November; and the structure at Health Sciences is expected to be completed by March. It was noted that Facilities is trying to reestablish the sidewalk behind the Administration Building ahead of schedule.

### **Field Turf Replacement**

This project was completed over the summer, per the schedule. There are minor items that need to be done such as, restroom improvements at the stadium to make them code compliant, sidewalk work to meet code for ADA, and working on the drainage system.

### **Chilled Water Expansion**

This project continues to move forward. This project adds the last of the major buildings onto the central plant chilled water loop. These buildings are the Gym, Community Education, Skills Lab, Metals and Auto Technology.

### **Blue Light Emergency Phones**

This project continues to move forward with 11 of the total 21 emergency phone installed. There is an informal bid out now for the installation of the next five phones, and the last five are mostly in parking lots and will be installed prior to the parking lot renovations.

### **Energy Management Systems Upgrade**

This project includes new individual building gas meters, electric meters, chilled water differential pressure switches, and building management master controls. All electrical shutdowns have been completed with gas and electrical meters installed in all the buildings with a new EMS master controller. The software is being installed so that the college can track energy usage in each building.

### **Parking Lot Improvements**

Mr. Moore distributed a handout that outlines the phases/dates of the upcoming parking lot improvements/renovations.

### **Social Sciences Elevator**

Mr. Moore distributed the drawing for the social sciences elevator noting that the project was approved by DSA. The elevator will be located by the metal staircase on the south side of social sciences. The project is expected to be from December, 2017 through August, 2018.

### **Upcoming New Buildings/Construction**

#### **Field House**

There is a meeting scheduled at the end of September with the architects to look at the new footprint and renderings before the start of construction drawings.

#### **Performing Arts Center (PAC)**

This project is at DSA. The college is working on the logistics of construction, the lay down yard and traffic impact to the campus. This project is expected to begin in summer 2018 and be completed in August 2020.

### **Fiber Infrastructure Project**

The college is going out to bid, for a third time, for a fiber contractor. We believe we have increased our pool of bidders so that we will get an appropriate bid, and we also made some changes to our prequalification package to capture fiber bidders.

### **Program and Planning**

The following RFP/RFQ's are in progress:

- Architectural Services for the Administrative Student Services Building, AKA Falcon Center.
- Updated Facilities Master Plan that will also include the Technology Plan. This Facilities Master Plan will augment the Educational Master Plan.

Tim Kyllingstad inquired if there will be an office for Campus Police in the new Administrative Building. Mr. Lopez noted that he is unaware at this time, but will follow up with Dr. Johnson.

A brief discussion was held regarding the cost of ownership of the new buildings. During the discussion it was suggested that the user groups for the new buildings be reconvened to discuss the pros and cons of the new buildings so that these suggestions can be brought forward to user groups of new buildings.

#### **4. NEXT MEETING DATE – OCTOBER 17, 2017**

The next meeting is scheduled for October 17, 2017.

#### **5. OTHER ITEMS FROM THE FLOOR**

There were no other items from the floor.

#### **6. ADJOURNMENT**

The meeting adjourned at 12:19 p.m.

## Safety And Hazard Reporting Form **Safetysnap**

Safety always comes first at Cerritos College. You can help by reporting unsafe conditions that you observe on campus using this form. These may include health and safety risks (such as trip and fall hazards), fire safety issues (such as faulty wiring or equipment or tampering with fire safety equipment), security issues (such as doors propped open), and environmental concerns (such as improper disposal of chemicals).

This form is not to be used to report emergencies, crimes, or other incidents that would require an immediate response by the Campus Police Department or Facilities Department, for such reports, contact Campus Police by calling (562) 402-3674, use a Blue Emergency Call Box or dial 911 from a campus telephone. But if you have observed a non-emergency condition that you think may create a health or safety risk for you or another person, please report that condition by using this form.

Cerritos College staff will evaluate and respond to all requests submitted through Safety Snap.

**Type of incident:**

General Health and Safety

**Location of Incident or Hazard:**

**Date and Time observed:**

Date:  (Format: MM/DD/YYYY)

Time:  (Format: HH:MM am/pm)

**Please describe the condition you observed:**

**Optional Contact Information**

If you would be willing to be contacted about this information or receive information about resolution to the problem, please include your contact information

**Name:**

**Phone:**

**Email:**



## CERRITOS COLLEGE CHAIRS COUNCIL

TO: Members of the Chairs Council

FROM: Miriam Tolson, Program Assistant

DATE: September 28, 2017

SUBJECT: **Chairs Council Minutes 09-28-17**

### Chairs Council 09-28-17

	LAST NAME	FIRST NAME	DEPARTMENT
X	Alenikov	Teresa	Accounting/Finance/Insurance
	Barrera De Contreras	Gabby	Adult Education
	Bathke	Julie	Physical Therapist Assistant
	Bellas	Monica	Anthropology
	Brady	Mary Ellen	Real Estate
X	Breit	Craig	Mass Communications
	Brooks	Kelli	Nursing
X	Brown	Reed	Theatre Film
X	Bueno	Ni	Health Education
	Cabuto	Froylan	Reading (Co-Chair)
X	Casas	Ralph	Pharmacy Technician
X	Clifford	Stephen	English
	Conley	Angela	Mathematics
X	Covill	Matt	Biology
X	Daltro	Marcela	Business Administration
X	Edwards	Carrie	Health Education
	Fernandez	Christina	Art & Design, Photography
	Fernandez	Walter	History
X	Foral	Jason	Welding
X	Gomez	Reuben	Administration of Justice
X	Gradin	Susan	Child Development
X	Greenberg	Bruce	Law (Paralegal)
X	Gurrola	Maria	Medical Assisting
X	Hathaway	Rebekah	Dance

X	Helberg	Bonnie	Reading (Co-Chair)
X	Holzgang	Amy	Sociology
X	Hoppe-Nagao	Angela	Speech
	Hu	Jianli	Business Administration
X	Jarrett	George	History
X	Jensen	Debbie	Physical Education
	Krayer	Adelle	Dental Hygiene
	Lacy	Tor	Earth Sciences
	La Vigne	Steve	DSPS
	<b>Lewellen</b>	<b>Michelle</b>	<b>Faculty Senate President</b>
X	Lopez	Jesuita	Culinary Arts
	Makarem	Nasiba	Pharmacy
X	Maz	Andrew	Music
X	McDonald	Susan	Speech-Language Pathology Asst.
X	Mclarty-Schroeder	Janet	Physics/Astronomy
X	Micic	Mickey	Engineering Design Technology
	Micic	Mickey	Plastics & Composites
X	Moore	Deb	Library
	Moriarty	Cindy	Business Administration/Real Estate
X	Morgan	Vykki	EDT
X	Motruk	Nina	Cosmetology
X	Namala	Solomon	Economics
	Nguyen	Phuong	CIS
X	Obasohan	Victor	Political Science
	Pierini	Michael	Culinary Arts
X	Ronquillo	Jaclyn	Psychology
	Rosenfeld	Kimberly	Speech
	Rother	Ed	Architecture
X	Sanchez	Veronica	Women & Gender Studies (Fall '18)
	Shah-Williams	Nishi	English (Co-Chair)
	Sharp	Mageya	BCOT
X	Soden	Barbara	BCOT
	Soto	Armando	Counseling
X	Stammerjohn	Carl	Woodworking
X	Sugihara-Cheetham	Joann	ESL
	Torres-Bower	Ana	Philosophy/Women Gender Studies
	Ukita	Traci	Instructional Chair-Counseling
	Vega	Frank	Automotive

X	Vo	Chuong	Machine Tool Technology
	Voorhies	Ann	Nursing
X	Waldman	Linda	Chemistry
X	Wedell	Donna	Dental Assisting
X	Wilson	Jack	CIS
X	Worrel	Dara	Mathematics

**GUESTS:** Carrie Edwards, Mark Fronke

1. **Welcome** – Carl and Amy welcomed the Chairs and informed the Council the next meeting is scheduled for Thursday, November 30 in the same location (SS 141).
2. **Approval of Minutes 10-27-16 and 2-23-17** – There was a Motion by Jack Wilson, Seconded by Jason Foral to approve the 10-27-16 minutes. The minutes were unanimously approved as presented. There were four abstentions by Deb Moore, Steven Clifford, Debbie Jensen, and Rebekah Hathaway. There was a Motion by Barbara Soden, Seconded by Carrie Edwards to approve the 2-23-17 minutes. The minutes were unanimously approved as presented. There were eight abstentions by Barbara Soden, Deb Moore, Stephen Clifford, Debbie Jensen, Maria Gurroula, Jessie Lopez, Rebekah Hathaway and Donna Wedell.
3. **eLumen Curriculum – Carrie Edwards** – Carrie discussed the handouts as distributed. The Chairs were informed that the District has contracted with eLumen which will be the official depository for Curriculum beginning next year and the Curriunet product will not be used. The Chairs were informed of the eLumen training sessions offered through the CTX, which are approximately two weeks before the Curriculum deadlines. The Curriculum website has two ELumen links available for faculty to use on their website. One is the official link and the other is the test site to practice creating a course. Mark Fronke informed the Chairs that these links are also on the Faculty Staff web page and the SLO web page. There are also Webinars available for faculty. Andrew Maz informed the faculty that the software would continue to improve the more it is utilized so the feedback allows the system the feedback and to see what does and does not work. Carrie informed the Chairs that this new shift makes Chairs fully responsible for their input. Division Secretaries will no longer be able to have access to assist. Carrie Edwards confirmed that every month the system is getting fixes and changes, that the Curriculum Assistant Phally Lay has a quick workflow for fixes.
4. **SLOs & eLumen – Mark Fronke** - Mark encouraged the Council to give their input regarding the presentation he showed and will be presenting to all of the divisions. Mark discussed assessing SLO's from eLumen. There was some discussion regarding outcomes and objectives. The presentation included frequently asked questions that Mark addressed throughout his report.
5. **Union Issues – Kimberly Rosenfeld** - Kim Rosenfeld will be present to update the Chairs at the 11-30-17 meeting. 1. Amy Holzgang updated the council regarding Article 13, which references the Part-Time Faculty. The Union is working with the District on the Department Chair article and tweaking it regarding summer office hours for Chairs, stipends, contract language, and

compensation regarding needed duties during the summer, and regarding the Program Directors and evaluations. These items have not been negotiated. Since there is currently no instrument to process evaluations for Program Directors, this will need to be negotiated. CCFF will be contacting Program Directors to follow up on this. There were additional details and discussion regarding this process. 2. Amy also informed the Chairs that the District is investigating a Golden Handshake. There was also a brief discussion regarding allotment for healthcare, salary and benefits and cost of living and post-retirement benefits. The team is working on the survey items that were received. 3. There was also discussion regarding the Seniority List and who maintains it. 4. Discussion regarding moving over to the 16-week calendar. 5. The Calendar Committee is looking for interested representatives and will be setting the dates to ensure that it does not conflict with programs.

6. **Open Discussion** – Amy Holzgang made the following announcements to the Council regarding contacting the Transfer Center – [blundeen@cerritos.edu](mailto:blundeen@cerritos.edu) or Marvelina Barcelo [mbarcelo@cerritos.edu](mailto:mbarcelo@cerritos.edu) to arrange for one of the career counselors to attend the classrooms for a one-on-one session to discuss transfer items with students. The Career Counselors can also cover the class and give the presentation during the absence of a faculty member who may be away at a conference instead of cancelling the class, with preferably a two-week advance notice. There will also be a Vet Net Ally Training in a week, sign ups at Flex Reporter. Safe Zone Training Oct. 13, Veterans Week Events for 2<sup>nd</sup> week of November, there will be many events near the Veteran Resource Center. Request to send Veteran names of Faculty or Staff to Amy and she will get it to Felipe Salazar, Veteran Counselor, for Military Appreciation Week. The Co-Chairs requested the Chairs to send requested agenda items for discussion at the November meeting.

**Next Meeting  
November 30  
SS 141**

Coordinating Committee 10/23/17

Sabbatical Committee Report

Educational Master Plan Goals aligned with Sabbatical Committee activities:

C – PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

E – UPGRADING EDUCATIONAL INFRASTRUCTURE

1. Six applicants for 2018-2019 currently being processed.
  - a. All have requested one year leaves at 100% compensation
  - b. Divisions represented: Counseling, Fine Arts, Liberal Arts, SEM, Technology
2. Committee process for applications
  - a. Members evaluate applications
  - b. Committee meets to discuss and coordinate feedback
  - c. Interviews held with each applicant to discuss feedback
  - d. Two revision cycles stipulated in the contract: first of two weeks, second if needed, for one week
  - e. Committee and applicants are using Canvas to post and evaluate revisions
3. Estimate applications processed by committee end of fall semester
  - a. Forward to Faculty Senate beginning of spring semester
  - b. To administrators immediately following
  - c. Schedule on BOT agenda as soon as possible
4. Four faculty currently out on sabbatical leave
  - a. Kimberley Duff - Psychology
  - b. Patty George - Math
  - c. Frank Gaik - English
  - d. Lance Kayser - English
5. Three faculty have returned after sabbatical leave 2016-2017
  - a. Lydia Alvarez – English
  - b. Ed Heckerman – Photography
  - c. Froylan Cabuto - Spanish
  - d. Reports due last week of this semester
  - e. Required orientation for report writers this fall was conducted on Thursday, Sept 28
6. Committee process for reports
  - a. Members evaluate applications
  - b. Committee meets to discuss and coordinate feedback
  - c. Mentors communicate feedback to report writers
  - d. Two revision cycles stipulated in the contract: first of two weeks, second if needed of one week
  - e. Committee and report writers are using Canvas to post and evaluate reports and revisions
  - f. Reports are sometimes as long as 200 pages, using a Canvas portal as a work site drastically reduces use of paper

7. Estimate reports processed by mid-spring semester
  - a. Forward to Faculty Senate as soon as finished
  - b. To administrators immediately following
  - c. Schedule on BOT agenda as soon as possible
  - d. Report writers have been notified to prepare to present their projects to the BOT

**FROM:**

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

**REVIEWED BY:**

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

<p><b>SUBJECT: Resolution #17-1115A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B, and Actions Related Thereto</b></p>
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**ACTION**

It is recommended that the Board of Trustees approves Resolution #17-1115A: A Resolution of the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, Authorizing the Issuance of Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B, and Actions Related Thereto.

**FISCAL IMPACT**

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

**REPORT SUMMARY**

An election was held in the Cerritos Community College District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$350,000,000 (the "Measure G"). The District has previously issued one series of bonds under Measure G in a principal amount of \$100,000,000. The District now desires to proceed with the second issuance of bonds under Measure G in an amount not-to-exceed \$75,000,000 (the "Bonds"). The Bonds are being authorized for the purpose of providing funds to (i) finance projects approved by Measure G, and (ii) pay the costs of issuing the Bonds.

(a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$75,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.45%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Morgan Stanley & Co. LLC as the underwriter (the "Underwriter"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.

(b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement. The Preliminary Official Statement (the "POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

#### **NOTICING REQUIREMENTS**

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

#### **ATTACHMENT(S)**

Resolution #17-1115A

Preliminary Official Statement

Purchase Contract

**RESOLUTION NO. 17-1115A**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CERRITOS COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2018B, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Cerritos Community College District (the “District”), Los Angeles County (the “County”), State of California, on November 6, 2012 (the “Election”) and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$350,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”);

**WHEREAS**, on November 20, 2014, the District caused the issuance of the first series of bonds under the Authorization in the aggregate principal amount of \$100,000,000;

**WHEREAS**, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable to issue the second series of bonds under the Authorization, in an aggregate principal amount not-to-exceed \$75,000,000 and styled as “Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B” (the “Bonds”), with such additional designations if the Bonds are sold in more than one Series, as further described herein;

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Government Code”), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds;

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$75,000,000.

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the California Education Code.

**SECTION 3. Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the President/Superintendent, the Vice President of Business Services/Assistant Superintendent of the District, or such other officers or employees of the District as the President/Superintendent or the Vice President of Business Services/Assistant Superintendent may designate for such purpose (collectively, the “Authorized Officers”), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds.

**SECTION 4. Approval of Purchase Contract.** The form of Purchase Contract by and between the District and the Underwriter, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.45% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$75,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter, will equal approximately 1.0% of the principal amount of the Bonds.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2018 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2018, with respect to payments of principal of the Bonds.

(d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **“Date of Delivery”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York, 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(l) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(m) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from their Date of Delivery.

(n) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(o) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(p) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(q) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(r) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) **“Paying Agent”** means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds. The Treasurer is authorized to contract with a third party to carry out the services of Paying Agent hereunder, and U.S. Bank National Association, is hereby approved as the initial agent of the Treasurer to act as Paying Agent.

(t) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, and (v) State and Local Government Series Securities.

(u) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(v) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriter named therein. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(w) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(x) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(y) **“S&P”** means S&P Global Ratings, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(z) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(aa) **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(bb) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(cc) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount.

(dd) **“Treasurer”** means the Treasurer and Tax Collector of the County.

(ee) **“Underwriter”** means Morgan Stanley & Co. LLC.

## **SECTION 6. Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates and Terms.** The Bonds shall be issued as fully registered Current Interest Bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16<sup>th</sup> day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which

event it shall bear interest from its Date of Delivery. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.

3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

4. Such Redemption Notice shall be given such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. The Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon.

With respect to any Redemption Notice of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Bonds shall not be subject to redemption on such date and the Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust as provided in Section 19 hereof for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes

whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or

obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 7. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender

thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

**SECTION 10. Form of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall

execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds

**SECTION 11. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2018B Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. To the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds.

The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2018B Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. To the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds. Interest earnings on monies held in Building Fund shall be retained therein. Interest earnings on monies held in the Debt Service Fund shall be retained therein. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued shall, upon written notice from the District, be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to

determine the tax consequences of any investment. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

**SECTION 13. Rebate Fund.** The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2018B Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

**SECTION 14. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District and use for the payment of the principal of and interest on the Bonds when and as the falls due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute

an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to California Education Code Section 15234.

**SECTION 15. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 16. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the

registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

**SECTION 20. Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the

County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 21. Reimbursement of County Costs.** The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

**SECTION 22. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**SECTION 23. Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints KNN Public Finance as Municipal Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, and Morgan Stanley & Co. LLC, as Underwriter, each with respect to the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

**SECTION 24. Resolution to County Treasurer.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

**SECTION 25. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approved the form of the Continuing Disclosure Certificate appended to the draft Preliminary Official Statement presented as this meeting., The Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Bonds.

**SECTION 26. Effective Date.** This Resolution shall take effect immediately upon its passage.

**SECTION 27. Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

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**SECTION 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 15th day of November, 2017, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

\_\_\_\_\_  
President of the Board of Trustees  
Cerritos Community College District

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees  
Cerritos Community College District

**SECRETARY'S CERTIFICATE**

I, Dr. Jose Fierro, Secretary to the Board of Trustees of the Cerritos Community College District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on November 15, 2017, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2017

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Secretary to the Board of Trustees of the Cerritos  
Community College District

**EXHIBIT A**  
**FORM OF BONDS**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**CERRITOS COMMUNITY COLLEGE DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2018B**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 20__	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Cerritos Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on August 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2018, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by wire transfer to the bank and account number on file with the Paying Agent as of the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on November 15, 2017 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of

which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. Pursuant to California Government Code Section 535515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* taxes.

Pursuant to California Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of current interest bonds, of which this bond is a part (collectively, the “Bonds”).

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal corporate trust office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

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**IN WITNESS WHEREOF**, the Cerritos Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President of the Board of Trustees

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
[Secretary to/Clerk of] the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 20\_\_.

By: U.S. BANK NATIONAL ASSOCIATION as agent of  
the TREASURER AND TAX COLLECTOR OF LOS  
ANGELES COUNTY, as Paying Agent

\_\_\_\_\_  
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)  
\_\_\_\_\_  
[Secretary to/Clerk of] the Board of Trustees

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: Moody's: "\_\_\_\_"; S&P: "\_\_\_\_"  
See "MISCELLANEOUS – Ratings"**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.*

**\$75,000,000\***

**CERRITOS COMMUNITY COLLEGE DISTRICT  
(Los Angeles County, California)  
Election of 2012 General Obligation Bonds, Series 2018B**

**Dated: Date of Delivery**

**Due: August 1, as shown on inside cover page**

*This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.*

The Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B (the "Bonds") were authorized at an election of the registered voters of the Cerritos Community College District (the "District") held on November 6, 2012 at which the requisite 55% of the persons voting on the proposition voted to authorize the issuance and sale of \$350,000,000 principal amount of general obligation bonds of the District. The Bonds are being issued to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance of the Bonds.

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of Los Angeles County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due.

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (collectively, "DTC"). Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interest in the Bonds, but will instead receive credit balances on the books of their respective nominees. The Bonds are issuable as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Bonds will be issued as current interest bonds such that interest thereon will accrue from the date of delivery of the Bonds, and be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2018 (each, a "Bond Payment Date"). Payments of principal of and interest on the Bonds will be made by the designated bond registrar and paying agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Bonds. U.S. Bank National Association has been appointed as agent of the Treasurer and Tax Collector of Los Angeles County to act as Paying Agent for the Bonds

**The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to their stated maturity dates as further described herein.\***

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**MATURITY SCHEDULE**  
(see inside front cover)

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*The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel. Certain matters will be passed upon for the Underwriter by \_\_\_\_\_. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2018.*

**Morgan Stanley**

Dated: \_\_\_\_\_, 2017

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**MATURITY SCHEDULE\***

**Base CUSIP<sup>†</sup>:156792**

**\$ \_\_\_\_\_**

**CERRITOS COMMUNITY COLLEGE DISTRICT  
(Los Angeles County, California)  
Election of 2012 General Obligation Bonds, Series 2018B**

**\$ \_\_\_\_\_ Serial Bonds**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP<sup>†</sup></b>
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**\$ \_\_\_\_\_ – \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ - Yield: \_\_\_\_\_ - CUSIP<sup>†</sup>:**

**\$ \_\_\_\_\_ – \_\_\_\_\_ % Term Bonds due August 1, 20\_\_ - Yield: \_\_\_\_\_ - CUSIP<sup>†</sup>:**

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<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. None of the Underwriter, the Municipal Advisor or the District is responsible for the selection, uses or correctness of the CUSIP numbers set forth herein. CUSIP numbers have been assigned by an independent company not affiliated with the District, the Municipal Advisor or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement.

“The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.”

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The District maintains a website. However, the information presented on such website is not part of this Official Statement, is not incorporated herein by any reference, and should not be relied upon in making an investment decision with respect to the Bonds.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**Board of Trustees**

Zurich Lewis, *President, Trustee Area 7*  
Carmen Avalos, *Vice President, Trustee Area 2*  
Dr. Shin Liu, *Clerk, Trustee Area 5*  
James Cody Birkey, *Member, Trustee Area 3*  
Martha Camacho-Rodriguez, *Member, Trustee Area 1*  
Marisa Perez, *Member, Trustee Area 4*  
Dr. Sandra Salazar, *Member, Trustee Area 6*

**District Administration**

Dr. Jose Fierro, *President/Superintendent*  
Felipe Lopez, *Vice President, Business Services/Assistant Superintendent*

**PROFESSIONAL SERVICES**

**Bond Counsel and Disclosure Counsel**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
*San Francisco, California*

**Municipal Advisor**

KNN Public Finance  
*Oakland, California*

**Paying Agent**

U.S. Bank National Association, as agent of the  
Treasurer and Tax Collector of Los Angeles County,  
*Los Angeles, California*

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**\$75,000,000\***  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2018B**

**INTRODUCTION**

This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale of the Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B (the “Bonds”).

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

**The District**

The Cerritos Community College District (the “District”), founded in 1955, serves an area of 52 square miles of southeastern Los Angeles County (the “County”), and includes within its service area the cities and 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. The District currently operates Cerritos College (the “College”), which provides collegiate level instruction, degrees, and certificates in 87 areas of study in grades 13 and 14. The College is fully accredited by the Accrediting Commission for Community and Junior Colleges (the “ACCJC”). For fiscal year 2017-18, the District has a projected full-time equivalent student (“FTES”) count of \_\_\_\_\_, and taxable property within the District has an assessed valuation of \$45,329,918,950.

The District is governed by a seven-member Board of Trustees (the “Board of Trustees”), each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a President/Superintendent appointed by the Board of Trustees who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Dr. Jose Fierro currently serves as the President/Superintendent of the District and Felipe Lopez currently serves as the Vice President, Business Services/Assistant Superintendent.

See “TAX BASE FOR REPAYMENT OF BONDS” for more information regarding the assessed valuation of property within the District, and “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA” and “CERRITOS COMMUNITY COLLEGE DISTRICT” for more information regarding the District’s finances and operations generally. The audited financial statements of the District for fiscal year ending June 30, 2016 are attached hereto as APPENDIX B and should be read in their entirety.

**Purpose of the Bonds**

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance associated with the issuance of the Bonds.

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\* Preliminary, subject to change.

## **Authority for Issuance of the Bonds**

The Bonds are issued pursuant to certain provisions of the State of California Government Code and pursuant to a resolution adopted by the Board on November 15, 2017 (the “Resolution”). See “THE BONDS – Authority for Issuance.”

## **Security and Sources of Payment for the Bonds**

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS.”

## **Description of the Bonds**

***Form and Registration.*** The Bonds will be issued in fully registered form only (without coupons), initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations set forth on the inside cover, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds, but will instead receive credit balances on the books of their respective nominees. See “APPENDIX E – BOOK-ENTRY ONLY SYSTEM.” In event that the book-entry only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution. See “THE BONDS – Discontinuance of Book-Entry Only System; Registration, Payment and Transfer of Bonds.”

**So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the “Owners” or “Holders” of the Bonds (other than under the caption “TAX MATTERS,” as well as in Appendix A) will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.**

***Denominations.*** Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in the denominations of \$5,000 principal amount, or any integral multiple thereof.

***Redemption.***\* The Bonds are subject to redemption as further provided herein. See “THE BONDS – Redemption.”

***Payments.*** The Bonds will be issued as current interest bonds, such that interest thereon will accrue from the initial date of delivery of the Bonds (the “Date of Delivery”), and is payable semiannually on each February 1 and August 1, commencing August 1, 2018 (each, a “Bond Payment Date”). Principal of the Bonds is payable on August 1 in the year, and amounts set forth on the inside cover page hereof. Payments of the principal of and interest on the Bonds will be made by the designated paying agent, bond registrar, authentication agent and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement through DTC Participants (defined herein) to the Beneficial Owners of the Bonds. U.S. Bank National Association

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\* Preliminary, subject to change.

has been appointed as agent of the Treasurer and Tax Collector of the County (the “Treasurer”) to act as Paying Agent for the Bonds.

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS” herein.

### **Offering and Delivery of the Bonds**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2018.

### **Bondowner’s Risks**

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* taxes which may be levied without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) on all taxable property in the District. For more complete information regarding the District’s financial condition and taxation of property within the District, and certain other considerations, see “TAX BASE FOR REPAYMENT OF BONDS” and “LIMITATIONS ON REMEDITS; BANKRUPTCY” herein.

### **Continuing Disclosure**

The District will covenant for the benefit of the Owners and Beneficial Owners of the Bonds that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate relating to the disclosure of annual financial information and notices of certain events executed by the District as of the Date of Delivery, as it may be amended from time to time in accordance with the terms thereof. See “LEGAL MATTERS – Continuing Disclosure” and “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

### **Forward-Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “intend,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM

ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Professionals Involved in the Offering**

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. KNN Public Finance is acting as Municipal Advisor to the District in connection with the Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation and KNN Public Finance will receive compensation from the District contingent upon the sale and delivery of the Bonds. Certain matters will be passed on for the Underwriter (defined herein) by \_\_\_\_\_. From time to time, Bond Counsel represents the Underwriter with regard to matters unrelated to the Bonds.

### **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Copies of documents referred to herein and information concerning the Bonds are available from Cerritos Community College District, 1110 Alondra Boulevard, Norwalk, California 90650, telephone: (562) 860-2451. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each such documents, statutes and constitutional provisions.

Certain information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

## THE BONDS

### Authority for Issuance

The Bonds are issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), Article XIII A of the California Constitution and pursuant to the Resolution. The District received authorization at an election held on November 6, 2012 by the requisite 55% or more of the votes cast by eligible voters within the District to issue \$350,000,000 of general obligation bonds (the “2012 Authorization”). The Bonds represent the second series of bonds within the 2012 Authorization and, following the issuance thereof, \$\_\_\_\_\_ of bonds authorized by the 2012 Authorization will remain unissued.

### Security and Sources of Payment

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to levy such *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The County, however, is not obligated to establish such a reserve, and the District can make no representation that the County will do so. Such taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, will be placed by the County in the Debt Service Fund (defined herein) created by the Resolution, which is segregated and held by the County and which is designated for the payment of the Bonds and interest thereon when due, and for no other purpose. Pursuant to the Resolution, the District has pledged funds on deposit in the Debt Service Fund to the payment of the Bonds. Although the County is obligated to levy *ad valorem* property taxes for the payment of the Bonds, and the County will maintain the Debt Service Fund, the Bonds are not a debt of the County.

Pursuant to Government Code Section 53515, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same becomes due and payable, will be transferred by the County to the Paying Agent. The Paying Agent will in turn remit the funds to DTC for remittance of such principal and interest to its Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

The rate of the annual *ad valorem* property taxes levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District’s control, such as general market decline in land values, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as

exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, drought, fire, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" and "TAX BASE FOR REPAYMENT OF BONDS" herein.

### **General Provisions**

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee of DTC. Beneficial Owners will not receive certificates representing their interests in the Bonds, but will instead receive credit balances on the books of their respective nominees.

The Bonds will be issued as current interest bonds, such that interest thereon will accrue from the Date of Delivery, and be payable semiannually on each Bond Payment Date, commencing August 1, 2018. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month immediately preceding any Bond Payment Date to and including such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2018, in which event it shall bear interest from its date. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1, in the years and amounts set forth on the inside cover page hereof.

Payment of interest on any Bond on any Bond Payment Date will be made to the person appearing on the registration books of the Paying Agent as the registered Owner thereof as of the 15<sup>th</sup> day of the month immediately preceding such Bond Payment Date (the "Record Date"), such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of and redemption premiums, if any, payable on the Bonds shall be payable upon maturity upon surrender at the principal office of the Paying Agent. The principal of, and interest, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. So long as the Bonds are held in the book-entry system of DTC, all payments of principal of and interest on the Bonds will be made by the Paying Agent to Cede & Co. (as a nominee of DTC), as the registered owner of the Bonds.

### **Application and Investment of Bond Proceeds**

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities, and to pay the costs of issuance associated with the Bonds.

The net proceeds from the sale of the Bonds will be paid to the County to the credit of fund created by the Resolution and designated as the "Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2018B Building Fund" (the "Building Fund"). Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued, upon written notice from the District, will be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Bonds.

Any premium received by the District from the sale of the Bonds, and *ad valorem* tax proceeds for the payment of the Bonds, will be kept separate and apart in the fund created by the Resolution and designated as the “Cerritos Community College District Election of 2012 General Obligation Bonds, Series 2018B Debt Service Fund” (the “Debt Service Fund”) and used only for payment of principal of and interest on the Bonds, and for no other purpose.

Moneys in the Debt Service Fund and the Building Fund are expected to be invested through the County’s pooled investment fund. See “APPENDIX F – LOS ANGELES COUNTY INVESTMENT POOL.” Any interest earnings on moneys held in the Building Fund shall be retained therein. Any interest earnings on moneys held in the Debt Service Funds shall be retained therein. If, after the Bonds has been redeemed or paid and otherwise cancelled, there are moneys remaining in the respective Debt Service Fund, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

**Annual Debt Service**

The following table summarizes the debt service requirements of the District for the Bonds (assuming no optional redemptions):

<b><u>Year Ending (August 1)</u></b>	<b><u>Annual Principal Payment</u></b>	<b><u>Annual Interest Payment</u></b> <sup>(1)</sup>	<b><u>Total Annual Debt Service Payment</u></b>
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Total

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<sup>(1)</sup> Interest payments on the Bonds will be made semiannually on February 1 and August 1 of each year, commencing August 1, 2018.

See “CERRITOS COMMUNITY COLLEGE DISTRICT – District Debt Structure – General Obligation Bonds” for a schedule of the total annual debt service requirements for all of the District’s outstanding general obligation bonds.

## Redemption

**Optional Redemption.\*** The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption, without premium, together with interest accrued thereon to the date of redemption.

**Mandatory Sinking Fund Redemption.\*** The Bonds maturing on August 1, 20\_\_ (the “20\_\_ Term Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof as of the date fixed for redemption, together with interest accrued to the date set for such redemption, without premium. The principal amount represented by such 20\_\_ Term Bonds to be so redeemed and the redemption dates therefor, and the final payment date is as indicated in the following table:

<b>Redemption Date (<u>August 1</u>)</b>	<b><u>Principal Amount</u></b>
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<sup>(1)</sup> Maturity.

The Bonds maturing on August 1, 20\_\_ (the “20\_\_ Term Bonds”) are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof as of the date fixed for redemption, together with interest accrued to the date set for such redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the redemption dates therefor, and the final payment date is as indicated in the following table:

<b>Redemption Date (<u>August 1</u>)</b>	<b><u>Principal Amount</u></b>
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<sup>(1)</sup> Maturity.

In the event that portions of the Bonds shown above are optionally redeemed prior to their respective maturity dates, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed.

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\* Preliminary, subject to change.

***Selection of Bonds for Redemption.*** Whenever provision is made for the redemption of Bonds and less than all Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in a principal amount of \$5,000, or any integral multiple thereof.

***Redemption Notice.*** When redemption is authorized or required pursuant to the Resolution, the Paying Agent, upon written instruction from the District, will give notice (a “Redemption Notice”) of the redemption of the Bonds. Each Redemption Notice will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

The Paying Agent will take the following actions with respect to each such Redemption Notice: (a) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register; (b) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, telephonically confirmed facsimile transmission, or overnight delivery service, to the Securities Depository; (c) at least 20 but not more than 45 days prior to the redemption date, such Redemption Notice will be given by registered or certified mail, postage prepaid, or overnight delivery service, to one of the Information Services; and (d) a Redemption Note will be provided to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

“Information Services” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

“Securities Depository” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided in the Resolution will be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given will affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds will bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

***Payment of Redeemed Bonds.*** When a Redemption Notice has been given substantially as described above, and, when the amount necessary for the redemption of the Bonds called for redemption (principal, interest, and premium, if any) is irrevocably set aside in trust for that purpose, as described in “—Defeasance,” the Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the Redemption Notice, said Bonds will be redeemed and paid at the redemption price out of such funds. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

***Partial Redemption of Bonds.*** Upon the surrender of any Bond redeemed in part only, the Paying Agent will execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Redemption Notice.*** If on the applicable designated redemption date, money for the redemption of the Bonds to be redeemed, together with interest to such redemption date, is held by an independent escrow agent selected by the District so as to be available therefor on such redemption date as described in “—Defeasance,” and if a Redemption Notice thereof will have been given substantially as described above, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

***Rescission of Redemption Notice.*** With respect to any Redemption Notice in connection with the optional redemption of Bonds (or portions thereof) as described above, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased as described in “—Defeasance,” such Redemption Notice will state that such redemption will be conditional upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said Redemption Notice will be of no force and effect, no portion of the Bonds will be subject to redemption on such date and such Bonds will not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption will not be made and the Paying Agent will within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District will have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent will distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

***Bonds No Longer Outstanding.*** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, then such Bonds will no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

### **Discontinuation of Book-Entry Only System; Registration, Payment and Transfer of Bonds**

So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of such Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register, exchange or transfer or cause to be registered, exchanged or transferred, on said books, Bonds as provided in the Resolution.

*In the event that the book-entry only system as described herein is no longer used with respect to the Bonds, the following provisions will govern the registration, transfer, and exchange of the Bonds.*

The principal of the Bonds and any premium and interest upon the redemption thereof prior to maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the principal office of the Paying Agent. Payment of interest on any Bond on any Bond Payment Date will be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by either (i) check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date, or (ii) by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of like tenor, maturity and principal amount upon presentation and surrender at the principal trust office of the Paying Agent, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

### **Defeasance**

All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any), at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash and any amounts transferred from the Debt Service Fund, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such Bonds shall cease and terminate, except only the obligation of such escrow agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of such Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by Moody’s Investors Service (“Moody’s”) or S&P Global Ratings (“S&P”).

### **ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds of the Bonds are expected to be applied as follows:

#### **Sources of Funds**

Principal Amount of Bonds  
Net Premium  
Total Sources

#### **Uses of Funds**

Building Fund  
Debt Service Fund  
Costs of Issuance <sup>(1)</sup>  
Total Uses

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<sup>(1)</sup> Reflects all initial costs of issuance, including but not limited to, the underwriting discount, legal and municipal advisory fees, printing expenses, demographics, filing fees and the costs and fees of the Paying Agent.

## TAX BASE FOR REPAYMENT OF BONDS

*The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem property taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.*

### **Ad Valorem Property Taxation**

District property taxes are assessed and collected by the County at the same time and on the same rolls as special district property taxes. Assessed valuations are the same for both District and County taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. The County levies and collects all property taxes for property falling within the County's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently enrolled in August. Property taxes on the secured roll are payable in two installments, due November 1 and February 1 of the calendar year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent installment plus any additional amount determined by the Treasurer. After the second installment of taxes on the secured roll is delinquent, the tax collector shall collect a cost of \$10 for preparing the delinquent tax records and giving notice of delinquency. Property on the secured roll with delinquent taxes is declared tax-defaulted on July 1 of the calendar year. Such property may thereafter be redeemed, until the right of redemption is terminated, by payment of the delinquent taxes and the delinquency penalty, plus a \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent if they are not paid by August 31 and are thereafter subject to a delinquent penalty of 10%. Taxes added to the unsecured tax roll after July 31, if unpaid are delinquent and subject to a penalty of 10% on the last day of the month succeeding the month of enrollment. In the case of unsecured property taxes, an additional penalty of 1.5% per month begins to accrue when such taxes remain unpaid on the last day of the second month after the 10% penalty attaches. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. See also "— Secured Tax Charges and Delinquencies" herein

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from ad valorem property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) is allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies, including community college districts, share the growth of “base” revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year.

### Assessed Valuations

The following represents the 10-year history of assessed valuations in the District.

**ASSESSED VALUATIONS**  
**Fiscal Years 2008-09 through 2017-18**  
**Cerritos Community College District**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2008-09	\$34,982,773,138	\$7,473,604	\$1,510,125,110	\$36,500,371,852	--
2009-10	33,656,319,921	7,131,220	2,144,626,941	35,808,078,082	(1.90)
2010-11	33,445,340,169	7,130,890	1,474,919,116	34,927,390,175	(2.46)
2011-12	34,085,647,852	6,570,158	1,477,728,807	35,569,946,817	1.84
2012-13	34,805,214,018	6,570,158	1,516,132,620	36,327,916,796	2.13
2013-14	36,014,484,505	6,570,158	1,495,632,142	37,516,686,805	3.27
2014-15	37,591,590,637	6,570,158	1,596,966,414	39,195,127,209	4.47
2015-16	39,206,780,534	6,570,158	1,652,067,280	40,865,417,972	4.26
2016-17	42,227,941,538	6,570,158	1,740,613,827	42,975,125,523	5.16
2017-18	43,561,146,997	9,543,106	1,759,231,847	45,329,918,950	5.48

Source: California Municipal Statistics, Inc.

Economic and other factors beyond the District’s control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire, flood, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “THE BONDS – Security and Sources of Payment.”

**Appeals and Adjustments of Assessed Valuations.** Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization (“SBE”), with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value,

adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or in the future will not significantly reduce the assessed valuation of property within the District.

**Assembly Bill 102.** On June 27, 2017, the Governor signed into law Assembly Bill 102 (“AB 102”). AB 102 restructures the functions of the SBE and creates two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration will take over programs previously in the BOE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE will continue to perform the duties assigned by the State Constitution related to property taxes, however, beginning January 1, 2018, the SBE will only hear appeals related to the programs that it constitutionally administers and the Office of Tax Appeals will hear tax appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers, and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

**Assessed Valuation by Jurisdiction.** The following table shows an analysis of the distribution of taxable property in the District by jurisdiction, in terms of its fiscal year 2017-18 assessed valuation.

**ASSESSED VALUATION BY JURISDICTION<sup>(1)</sup>**

**Fiscal Year 2017-18**

**Cerritos Community College District**

<b><u>Jurisdiction:</u></b>	<b><u>Assessed Valuation in District</u></b>	<b><u>% of District</u></b>	<b><u>Assessed Valuation of Jurisdiction</u></b>	<b><u>% of Jurisdiction in District</u></b>
City of Artesia	\$1,628,250,985	3.59%	\$1,628,250,985	100.00%
City of Bell Gardens	29,565,631	0.07	1,722,660,752	1.72
City of Bellflower	4,817,422,730	10.63	5,266,525,121	91.47
City of Cerritos	9,237,777,725	20.38	9,237,777,725	100.00
City of Downey	10,834,789,819	23.90	11,125,558,327	97.39
City of Hawaiian Gardens	890,431,973	1.96	890,735,659	99.97
City of La Mirada	5,888,436,606	12.99	6,340,151,698	92.88
City of Lakewood	3,249,269,378	7.17	9,165,327,859	35.45
City of Long Beach	162,215,940	0.36	54,618,695,221	0.30
City of Norwalk	5,808,241,922	12.81	7,259,937,419	80.00
City of Paramount	2,496,680	0.01	3,815,902,453	0.07
City of Santa Fe Springs	2,097,941,255	4.63	7,460,804,329	28.12
City of South Gate	525,812,636	1.16	5,622,727,087	9.35
Unincorporated Los Angeles County	<u>157,265,670</u>	<u>0.35</u>	101,883,899,033	0.15
Total District	\$45,329,918,950	100.00%		
Los Angeles County	\$45,329,918,950	100.00%	\$1,424,902,177,619	3.18%

<sup>(1)</sup> Before deduction of redevelopment incremental valuation.

Source: California Municipal Statistics, Inc.

**Assessed Valuation by Land Use.** The following table shows the distribution of taxable property within the District by principal use, as measured by assessed valuation and parcels in fiscal year 2017-18.

**ASSESSED VALUATION AND PARCELS BY LAND USE  
Fiscal Year 2017-18  
Cerritos Community College District**

	<b>2017-18 Assessed Valuation<sup>(1)</sup></b>	<b>% of Total</b>	<b>No. of Parcels</b>	<b>% of Total</b>
<b><u>Non-Residential:</u></b>				
Commercial	\$5,396,790,774	12.39%	3,090	3.02%
Vacant Commercial	79,097,542	0.18	226	0.22
Industrial	4,739,379,290	10.88	1,506	1.47
Vacant Industrial	130,570,358	0.30	220	0.21
Recreational	198,854,641	0.46	57	0.06
Government/Social/Institutional	426,558,496	0.98	945	0.92
Miscellaneous	8,513,106	0.02	46	0.04
Subtotal Non-Residential	\$10,979,764,207	25.21%	6,090	5.95%
<b><u>Residential:</u></b>				
Single Family Residence	\$26,294,565,362	60.36%	81,616	79.75%
Condominium/Townhouse	1,602,275,909	3.68	6,681	6.53
Mobile Home	22,656,331	0.05	911	0.89
Mobile Home Park	70,859,664	0.16	49	0.05
2-4 Residential Units	1,417,747,480	3.28	3,535	3.45
5+ Residential Units/Apartments	2,911,058,904	6.68	1,620	1.58
Vacant Residential	252,216,140	0.58	1,838	1.80
Subtotal Residential	\$32,581,379,790	74.79%	96,250	94.05%
<b>Total</b>	<b>\$43,561,143,997</b>	<b>100.00%</b>	<b>102,340</b>	<b>100.00%</b>

<sup>(1)</sup> Local secured assessed valuation; excluding tax-exempt property.  
Source: California Municipal Statistics, Inc.

**Assessed Valuation of Single Family Homes.** The following table shows the distribution of single family homes within the District among various fiscal year 2017-18 assessed valuation ranges, as well as the average and median assessed valuation of single family homes within the District.

**ASSESSED VALUATION OF SINGLE FAMILY HOMES  
Fiscal Year 2017-18  
Cerritos Community College District**

	<u>No. of Parcels</u>	<u>2017-18 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single Family Residential	81,616	\$26,294,565,362	\$322,174	\$302,661

<u>2017-18 Assessed Valuation</u>	<u>No. of Parcels<sup>(1)</sup></u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$24,999	321	0.393%	0.393%	\$1,682,353	0.006%	0.006%
\$25,000 - \$49,999	1,644	2.014	2.408	67,587,992	0.257	0.263
\$50,000 - \$74,999	4,819	5.904	8.312	307,738,498	1.170	1.434
\$75,000 - \$99,999	4,324	5.298	13.610	372,590,162	1.417	2.851
\$100,000 - \$124,999	2,615	3.204	16.814	292,551,997	1.113	3.963
\$125,000 - \$149,999	2,480	3.039	19.853	341,396,918	1.298	5.262
\$150,000 - \$174,999	2,722	3.335	23.188	442,985,345	1.685	6.946
\$175,000 - \$199,999	3,164	3.877	27.065	594,850,466	2.262	9.209
\$200,000 - \$224,999	4,190	5.134	32.198	893,196,252	3.397	12.606
\$225,000 - \$249,999	4,912	6.018	38.217	1,167,109,107	4.439	17.044
\$250,000 - \$274,999	4,609	5.647	43.864	1,209,490,944	4.600	21.644
\$275,000 - \$299,999	4,480	5.489	49.353	1,287,433,960	4.896	26.540
\$300,000 - \$324,999	4,407	5.400	54.753	1,377,487,733	5.239	31.779
\$325,000 - \$349,999	4,010	4.913	59.666	1,353,508,738	5.147	36.926
\$350,000 - \$374,999	4,011	4.914	64.580	1,453,598,808	5.528	42.454
\$375,000 - \$399,999	3,808	4.666	69.246	1,474,640,369	5.608	48.063
\$400,000 - \$424,999	3,644	4.465	73.711	1,503,611,517	5.718	53.781
\$425,000 - \$449,999	3,422	4.193	77.904	1,496,645,702	5.692	59.473
\$450,000 - \$474,999	3,056	3.744	81.648	1,410,648,293	5.365	64.838
\$475,000 - \$499,999	2,593	3.177	84.825	1,262,104,801	4.800	69.637
\$500,000 and greater	<u>12,385</u>	<u>15.175</u>	<u>100.000</u>	<u>7,983,705,407</u>	<u>30.363</u>	<u>100.000</u>
Total	81,616	100.000%		\$26,294,565,362	100.000%	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Alternative Method of Tax Apportionment - “Teeter Plan”**

Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. **The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore subject to delinquencies.**

The District participates in the California Statewide Delinquent Tax Finance Authority (“CSDTFA”). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the Government Code of the State of California. The District anticipates that CSDTFA will from time to time purchase delinquent *ad valorem* property tax receivables from the District at a purchase price equal to 110% of such receivable. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. CSDTFA does not currently purchase delinquent receivables for bonded indebtedness of the District. Thus, the District’s participation in CSDTFA’s program does not ensure that the District will receive the timely

payment of *ad valorem* property taxes levied to secure the Bonds. Also, the District can make no assurance that it will continue to participate in CSDTFA in the future. See also “—*Ad Valorem* Property Taxation.”

**Secured Tax Charges and Delinquencies**

Information regarding annual secured tax levies within the District for fiscal years 2007-08 through 2016-17, and amounts delinquent as of June 30, are shown below.

**SECURED TAX CHARGES AND DELINQUENCIES  
Fiscal Years 2007-08 through 2016-17  
Cerritos Community College District**

<u>Fiscal Year</u>	<u>Secured Tax Charge<sup>(1)</sup></u>	<u>Amt. Del. June 30</u>	<u>% Del. June 30</u>
2007-08	\$8,495,812.55	\$423,998.38	4.99%
2008-09	8,911,113.22	416,940.68	4.68
2009-10	8,727,805.05	299,101.08	3.43
2010-11	8,552,167.50	204,941.60	2.40
2011-12	8,747,024.99	182,262.08	2.08
2012-13	8,980,166.13	161,238.87	1.80
2013-14	9,296,854.81	136,954.22	1.47
2014-15	9,745,592.63	140,311.43	1.44
2015-16	10,188,403.42	144,486.58	1.42
2016-17	10,696,456.16	127,046.44	1.19

<u>Fiscal Year</u>	<u>Secured Tax Charge<sup>(2)</sup></u>	<u>Amt. Del. June 30</u>	<u>% Del. June 30</u>
2007-08	\$3,541,457.85	\$215,739.61	6.09%
2008-09	3,423,227.03	162,700.38	4.75
2009-10	6,155,721.68	192,477.15	3.13
2010-11	8,829,149.06	179,392.22	2.03
2011-12	6,002,407.92	110,663.95	1.84
2012-13	8,968,699.40	169,679.58	1.89
2013-14	8,938,996.32	116,283.15	1.30
2014-15	17,928,864.47	230,312.50	1.28
2015-16	18,864,528.44	224,899.63	1.19
2016-17	19,305,691.75	191,836.40	0.99

<sup>(1)</sup> 1% General Fund apportionment. Excludes redevelopment agency impounds. Reflects countywide delinquency rate.

<sup>(2)</sup> Bond debt service levy only

Source: *California Municipal Statistics, Inc.*

## Principal Taxpayers

The more property (by assessed value) which is owned by a single taxpayer within the District, the greater amount of tax collections that are exposed to weaknesses in such a taxpayer's financial situation and ability or willingness to pay property taxes. The following table lists the 20 largest local secured taxpayers in the District in terms of their fiscal year 2017-18 secured assessed valuations. Each taxpayer listed below is a name listed on the tax rolls. The District cannot make any representation as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

### LARGEST 2017-18 LOCAL SECURED TAXPAYERS Cerritos Community College District

	<u>Property Owner</u>	<u>2017-18 Primary Land Use</u>	<u>% of Assessed Valuation</u>	<u>Total<sup>(1)</sup></u>
1.	The Macerich Company	Shopping Center/Mall	\$510,169,874	1.17%
2.	Golden Springs Development Co LLC	Industrial	293,450,625	0.67
3.	Icon Owner Pool 1 LA	Industrial	201,268,445	0.46
4.	Vons Companies Inc.	Industrial	146,261,787	0.34
5.	Cerritos Office Center	Office Building	134,488,769	0.31
6.	Cerritos Towne Center LLC, Lessee	Shopping Center	114,950,114	0.26
7.	Duke Realty LP	Industrial	106,398,928	0.24
8.	Teachers Insurance and Annuity Association	Industrial	106,251,707	0.24
9.	Maguire Partners Inc.	Office Building	91,756,034	0.21
10.	PRC Multi Family LLC	Apartments	89,573,932	0.21
11.	TPG Cerritos Acquisition LLC	Apartments	87,230,718	0.20
12.	Downey Landing LLC	Shopping Center	75,713,090	0.17
13.	Norwalk MM LLC	Office Building	71,258,195	0.16
14.	Cerritos Retail Centercal LLC	Shopping Center	66,668,719	0.15
15.	SBMC Mesmer LP	Industrial	58,349,000	0.13
16.	Hoag Foundation	Apartments	55,078,277	0.13
17.	Freeway Springs LLC	Industrial	51,233,688	0.12
18.	Price REIT Inc.	Shopping Center	50,323,534	0.12
19.	Bloomfield Cerritos Associates LLC, Lessee	Office Building	49,293,314	0.11
20.	PR 1 La Mirada Industrial CA LLC	Industrial	<u>49,183,357</u>	<u>0.11</u>
			\$2,408,902,107	5.53%

<sup>(1)</sup> 2017-18 Local Secured Assessed Valuation: \$43,561,143,997.  
Source: California Municipal Statistics, Inc.

## Tax Rates

The table below demonstrates the total *ad valorem* tax rates levied by all taxing entities, as a percentage of assessed valuation, in typical tax rate area (“TRA”) of the District during the five-year period from 2013-14 through 2017-18.

**TYPICAL TAX RATES - TRA 3304  
Fiscal Years 2013-14 through 2017-18  
Cerritos Community College District**

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u> <sup>(1)</sup>
General	1.000000%	1.000000%	1.000000%	1.000000%	1.000000%
Cerritos Community College District	.025023	.048092	.048285	.046976	.043705
Downey Unified School District	.066034	.065493	.114732	.114732	.105383
Metropolitan Water District	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>	<u>.003500</u>
Total	1.094557%	1.117085	1.165208%	1.165208%	1.152588%

<sup>(1)</sup> 2017-18 assessed valuation of TRA 3304 is 2,527,509,972, which represents 5.58% of the District’s total assessed valuation.  
Source: California Municipal Statistics, Inc.

## Statement of Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. effective as of October 19, 2017. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The table shows the percentage of each overlapping entity’s assessed value located within the boundaries of the District. The table also shows the corresponding portion of the overlapping entity’s existing debt payable from property taxes levied within the District. The total amount of debt for each overlapping entity is not given in the table.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT  
Cerritos Community College District**

**2017-18 Assessed Valuation:** \$45,329,918,950

<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>	<b><u>% Applicable</u></b>	<b><u>Debt 10/19/17</u></b>
Metropolitan Water District	1.654%	\$1,238,926
<b>Cerritos Community College District</b>	<b>100.000</b>	<b>249,355,987<sup>(1)</sup></b>
ABC Unified School District	100.000	30,379,045
Bellflower Unified School District	100.000	76,360,000
Downey Unified School District	98.842	88,948,169
Norwalk-La Mirada Unified School District	100.000	182,727,971
Los Angeles County Regional Park and Open Space Assessment District	3.181	<u>845,351</u>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$629,855,449</b>

<b><u>OVERLAPPING GENERAL FUND DEBT:</u></b>		
Los Angeles County General Fund Obligations	3.181%	\$ 62,508,671
Los Angeles County Superintendent of Schools Certificates of Participation	3.181	206,775
Bellflower Unified School District Certificates of Participation	100.000	14,050,000
Norwalk-La Mirada Unified School District Certificates of Participation	100.000	2,770,165
City of Downey General and Pension Fund Obligation Bonds	97.386	21,751,163
City of Norwalk General Fund Obligations	80.004	9,636,482
Other City General Fund Obligations	Various	19,131,938
Los Angeles County Sanitation District No. 2 Authority	32.864	3,780,730
Los Angeles County Sanitation District No. 3 Authority	3.579	312,853
Los Angeles County Sanitation District No. 18 Authority	37.608	2,418,745
Los Angeles County Sanitation District No. 19 Authority	72.333	<u>1,498,819</u>
<b>TOTAL GROSS OVERLAPPING GENERAL FUND DEBT</b>		<b>\$138,066,341</b>
Less: City supported obligations		<u>63,009</u>
<b>TOTAL NET OVERLAPPING GENERAL FUND DEBT</b>		<b>\$138,003,332</b>

**OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):** \$247,790,224

GROSS COMBINED TOTAL DEBT	\$1,015,712,014 <sup>(2)</sup>
NET COMBINED TOTAL DEBT	\$1,015,649,005

**Ratios to 2017-18 Assessed Valuation:**

Direct Debt (\$249,355,987).....	0.59%
Total Direct and Overlapping Tax and Assessment Debt.....	1.49%
Gross Combined Total Debt.....	2.40%
Net Combined Total Debt.....	2.40%

**Ratio to Redevelopment Incremental Valuation (\$10,272,373,202):**

Total Overlapping Tax Increment Debt.....	2.41%
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<sup>(1)</sup> Excludes the Bonds described herein.  
<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.  
Source: California Municipal Statistics, Inc.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

*The principal of and interest on the Bonds are payable from the proceeds of an ad valorem property tax levied by the County for the payment thereof. See “THE BONDS – Security and Sources of Payment” Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the County to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### **Article XIII A of the California Constitution**

Article XIII A (“Article XIII A”) of the State Constitution limits the amount of *ad valorem* property taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the adjusted base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See “THE BONDS – Security and Sources of Payment” and “TAX BASE FOR REPAYMENT OF BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b), as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by fifty-five percent or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any state taxes for the purpose of increasing tax revenues.

## **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the relevant county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the State Supreme Court have upheld the general validity of Article XIII A.

## **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the SBE as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s financing formula for community college districts. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues” herein.

## **Article XIII B of the California Constitution**

Article XIII B (“Article XIII B”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, community college district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

- (a) “change in the cost of living” with respect to school districts and community college districts to mean the percentage change in State per capita income from the preceding year, and
- (b) “change in population” with respect to a school district or community college district to mean the percentage change in the average daily attendance of such school district or community college district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the State Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "-- Propositions 98 and 111" below.

### **Article XIII C and Article XIII D of the California Constitution**

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the State Constitution Articles XIII C and XIII D (respectively, "Article XIII C" and "Article XIII D"), which contain a number of provisions affecting the ability of local agencies, including community college districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the State Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the State Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad*

*valorem* property tax levied and collected by the County pursuant to Article XIII A of the State Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

### **Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

### **Propositions 98 and 111**

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act were modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changed State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of State general fund revenues as the percentage appropriated to such districts in the 1986-87 fiscal year, and (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the State Legislature to suspend this formula for a one-year period.

The Accountability Act also changed how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount are, instead of being returned to taxpayers, transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year is automatically increased by the amount of such transfer. These additional moneys enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which can be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the State Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the State budget.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limitation Act of 1990" ("Proposition 111") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in State per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit: (i) all appropriations for "qualified capital outlay projects" as defined by the State Legislature, and (ii) any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the State Legislature and the Governor, which was expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues ("Test 1") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by

reference to per capita personal income) and enrollment (“Test 2”). Under Proposition 111, schools will receive the greater of (1) Test 1, (2) Test 2, or (3) a third test (“Test 3”), which will replace Test 2 in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in State per capita personal income. Under Test 3, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

### **Proposition 39**

On November 7, 2000, State voters approved an amendment (commonly known as “Proposition 39”) to the State Constitution. This amendment (1) allows school facilities bond measures to be approved by fifty-five percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current one percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, and county offices of education. As noted above, the State Constitution previously limited property taxes to one percent of the value of property, such that property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The fifty-five percent vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the governing board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the governing board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school facilities bonds to be approved by fifty-five percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State Legislature and approval by the Governor.

### **Proposition 1A and Proposition 22**

On November 2, 2004, State voters approved Proposition 1A, which amends the State constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. The State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii)

approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was projected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, was projected to be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

### **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The California Children's Education and Health Care Protection Act of 2016 (also known as "Proposition 55") is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030. Proposition 55 did not extend the temporary State Sales and Use Tax rate increase enacted under Proposition 30, which expired as of January 1, 2017.

The revenues generated from the personal income tax increases will be included in the calculation of the Proposition 98 Minimum Funding Guarantee (defined herein) for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Propositions 98 and 111" herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided

to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

### **Jarvis v. Connell**

On May 29, 2002, the State Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the State Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the State Supreme Court upheld the holding of the Court of Appeal, stating that the State Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the State Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

### **Proposition 2**

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as "Proposition 2"). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State's Budget Stabilization Account (the "BSA") established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the "Annual BSA Transfer"). Supplemental transfers to the BSA (a "Supplemental BSA Transfer") are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15-year period ending with the 2029-30 fiscal year, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period,

the Governor and the State Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the State Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers to the BSA, nor does the State Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would otherwise be paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for enrollment growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for enrollment growth and cost of living.

### **Proposition 51**

The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds for the new construction and modernization of K-14 facilities.

***K-12 School Facilities.*** Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical

education facilities, state grants are capped at \$3 million for a new facility and \$1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

***Community College Facilities.*** Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State Legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and Legislature will select among eligible projects as part of the annual state budget process.

The District makes no guarantees that it will either pursue or qualify for Proposition 51 state facilities funding.

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the State Constitution and Propositions 22, 26, 30, 39, 98, 55 and 51 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## **FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA**

*The information in this section concerning State funding of community colleges is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from State revenues. The Bonds are solely payable from the proceeds of an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof.*

### **Major Revenues**

State community college districts (other than Basic Aid Districts, as described below) receive a majority of their funding from the State, and the balance from local and federal sources. State funds include general apportionment, categorical funds, capital construction, lottery funds (which generally is less than 3 percent), and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources.

A bill passed by the State Legislature ("SB 361"), and signed by the Governor on September 29, 2006, established the present system of funding for community college districts. This system includes allocation of State general apportionment revenues to community college districts based on criteria developed by the Board of Governors of the California Community Colleges (the "Board of Governors") in accordance with prescribed statewide minimum requirements. In establishing these minimum requirements, the Board of Governors was required to acknowledge community college districts' need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding received based on the number of credit and noncredit FTES in each district.

SB 361 also specified that, commencing with the 2006-07 fiscal year, the minimum funding per FTES would be not less than \$4,367 per credit FTES and at a uniform rate of \$2,626 per noncredit FTES. SB 361 also created a new instructional category of "career development and college preparation" ("CDCP") enhanced non-credit rate. Although CDCP FTES were initially funded at a lower rate than credit

FTES, subsequent legislation effective as of the 2015-16 fiscal year set the minimum funding for CDCP FTES at the same level as credit FTES. Each such minimum funding rate is subject to cost of living adjustments (each, a “COLA”), if any, funded through the State budgeting legislation in each fiscal year. Pursuant to SB 361, the State Chancellor (the “Chancellor”) developed criteria for one-time grants for districts that would have received more funding under the prior system or a then-proposed rural college access grant, than under the new system.

One unit of FTES is equivalent to 525 student contact hours, which is determined based on a State formula of one student multiplied by 15 weekly contact hours multiplied by 35 weeks. Accordingly, the number of FTES in the District may not equal the number of students enrolled in the District.

In each fiscal year, the State budget will establish an enrollment cap on the maximum number of resident FTES, known as the “funded” FTES, for which a community college district will receive a revenue allocation, as determined by the program-based model. A district’s enrollment cap is based on the previous fiscal year’s reported FTES, plus the growth allowance provide for by the State budget, if any. All student hours in excess of the enrollment cap are considered “unfunded” FTES. Nonresident and international students are excluded from the State funding formula and pay full tuition.

The table on the next page shows the District’s resident FTES figures for the last nine fiscal years, along with projected FTES for the current fiscal year.

**FULL TIME EQUIVALENT STUDENTS<sup>(1)</sup>**  
**Fiscal Years 2008-09 through 2017-18**  
**Cerritos Community College District**

<u>Fiscal Year</u>	<u>Funded FTES</u>	<u>Unfunded FTES<sup>(2)</sup></u>	<u>Total FTES</u>
2008-09			
2009-10	16,703	1,373	18,076
2010-11	17,097	461	17,558
2011-12	15,760	1,432	17,192
2012-13	16,027	--	16,027
2013-14	16,404	404	16,808
2014-15			
2015-16			
2016-17			
2017-18 <sup>(1)</sup>			

<sup>(1)</sup> Projected.

Source: Cerritos Community College District.

Local revenues are first used to satisfy District expenditures. The major local revenue source is local property taxes that are collected from within District boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the District. Property taxes and student enrollment fees are applied towards fulfilling the District’s financial need. Once these sources are exhausted, State funds are used. State aid is subject to the appropriation of funds in the State’s annual budget. Decreases in State revenues may affect appropriations made by the legislature to the District. The sum of the property taxes, student enrollment fees, and State aid generally comprise the District’s total funding allocation.

“Basic Aid” community college districts are those districts whose local property tax and student enrollment fee collections, including EPA funds, exceed the revenue allocation determined by the program-based model. The current law in California allows these districts to keep the excess funds without penalty. Basic Aid districts do not receive any general apportionment funding from the State, though they are currently entitled to the minimum amount of Proposition 30 tax proceeds. See “CONSTITUTIONAL AND

STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 30.” The implication for Basic Aid districts is that the legislatively determined annual cost of living adjustment and other politically determined factors are less significant in determining such districts’ primary funding sources. Rather, property tax growth and the local economy become the determinant factors. The District is not a Basic Aid district.

A small part of a community college district’s budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every community college district receives the same amount of lottery funds per pupil from the State, however, these are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery does require the funds to be used for instructional purposes, and prohibits their use for capital purposes.

### **Budget Procedures**

On or before September 15, the Board of Trustees of a community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor’s Office of the California Community Colleges, submits to the Department of Finance (“DOF”) proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals (“BCPs”), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by January 10 a proposed State budget is presented by the governor to the legislature. The Governor’s Budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the statewide governing board of the California community colleges (the “Board of Governors”) and the Chancellor’s Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California’s community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district’s financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district’s financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district’s financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district’s financial condition, the Chancellor will pay special attention to each district’s general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor’s Office where financial solutions to the district’s problems will be addressed and implemented.

The table below shows the District’s general fund budgets for fiscal years 2014-15 through 2017-18, the District’s ending results for fiscal years 2014-15 through 2016-17. See also “APPENDIX B – 2015-16 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT.”

**COMPARISON OF GENERAL FUND BUDGETS**  
**Fiscal Years 2014-15 through 2017-18**  
**Cerritos Community College District**

	Fiscal Year 2014-15		Fiscal Year 2015-16		Fiscal Year 2016-17		Fiscal Year 2017-18	
	<u>Budgeted</u> <sup>(1)</sup>	<u>Ending</u> <sup>(1)</sup>	<u>Budgeted</u> <sup>(1)</sup>	<u>Ending</u> <sup>(1)</sup>	<u>Budgeted</u> <sup>(1)</sup>	<u>Ending</u> <sup>(1)</sup>	<u>Budgeted</u> <sup>(1)</sup>	<u>Projected</u>
<b>REVENUES:</b>								
Federal	\$4,100,012	\$4,068,005	\$3,821,330	\$3,343,563	\$2,526,869	\$2,315,947	\$2,504,943	
State	81,904,406	86,182,201	108,034,968	102,569,457	94,551,058	92,786,406	88,864,183	
Local	19,932,815	<u>20,299,234</u>	<u>18,638,791</u>	<u>28,777,824</u>	<u>24,215,772</u>	<u>32,729,754</u>	<u>33,751,351</u>	
<b>TOTAL REVENUES</b>	105,937,233	110,549,440	130,495,089	134,690,844	121,293,699	127,832,107	125,120,477	
<b>EXPENDITURES:</b>								
Academic Salaries	43,862,905	45,143,240	47,398,145	46,921,960	56,058,320	56,031,859	55,575,701	
Classified Salaries	22,706,213	22,635,004	24,188,925	24,676,571	25,459,669	25,474,138	26,606,072	
Employee Benefits	19,099,467	18,876,154	21,445,174	23,698,024	24,354,752	27,798,082	27,598,548	
Books and Supplies	2,775,852	2,536,143	2,627,236	2,479,608	2,431,718	2,126,965	2,626,217	
Services and Other Operating Expenditures	8,634,446	8,007,776	10,632,106	10,259,865	11,362,886	10,104,414	10,262,610	
Capital Outlay	3,777,870	<u>3,705,583</u>	<u>4,647,428</u>	<u>3,941,481</u>	<u>4,476,548</u>	<u>3,084,066</u>	<u>4,678,720</u>	
<b>TOTAL EXPENDITURES</b>	100,856,753	100,903,900	110,939,014	111,977,509	124,143,893	124,616,524	127,347,868	
<b>EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES</b>	5,080,480	9,645,540	19,556,075	22,713,335	(2,850,194)	3,215,583	(2,227,391)	
<b>OTHER FINANCING SOURCES/USES</b>	--	157,687	158,000	354,772	164,828	620,006	186,146	
<b>OTHER OUTGO</b>	(3,704,539)	(1,014,330)	(19,373,554)	(17,355,362)	(708,949)	(1,397,309)	(1,106,502)	
<b>NET CHANGE IN FUND BALANCE</b>	1,375,941	8,788,897	340,521	5,710,745	(3,394,315)	2,438,280	(3,147,747)	
<b>BEGINNING FUND BALANCE</b>	<u>19,081,500</u>	<u>19,081,500</u>	<u>27,870,397</u>	<u>27,870,397</u>	<u>33,581,142</u>	<u>33,581,142</u>	<u>36,019,422</u>	
<b>ENDING FUND BALANCE</b>	<u>\$20,457,441</u>	<u>\$27,870,397</u>	<u>\$28,210,918</u>	<u>\$33,581,142</u>	<u>\$30,186,827</u>	<u>\$36,019,422</u>	<u>\$32,871,675</u>	

<sup>(1)</sup> Budgeted figures for fiscal years 2014-15 through 2017-18, and ending figures for fiscal years 2014-15 through 2016-17, are drawn from the District’s CCFS-311 Reports filed with the Chancellor’s Office. For audited statements of revenues, expenditures and changes in fund balances for the District’s governmental funds for fiscal years 2011-12 through 2015-16, see “CERRITOS COMMUNITY COLLEGE DISTRICT — Comparative Financial Statements.”

Source: Cerritos Community College District.

## **Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111**

*General.* In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added Test 3 to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual COLA for the minimum guarantee for annual K-14 funding would be the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

*Calculating Minimum Funding Guarantee.* There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is the 1989-90 fiscal year. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount under Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40%. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth and per-capita personal income COLA.

Test 3, established pursuant to Proposition 111, provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

### **State Assistance**

*California community college districts' principal funding formulas and revenue sources are derived from the budget of the State of California. The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, neither the District nor the Underwriter take any responsibility as to the accuracy or completeness of such publicly available information and has not independently verified such information.*

**2017-18 Budget.** On June 27, 2017, the Governor signed into law the State budget for fiscal year 2017-18 (the "2017-18 Budget"). The following information is drawn from the LAO's preliminary review of the 2017-18 Budget.

For fiscal year 2016-17, the 2017-18 Budget projects total general fund revenues and transfers of \$118.5 billion and total expenditures of \$121.4 billion. The State is projected to end the 2016-17 fiscal year with total available reserves of \$7.4 billion, including \$642 million in the traditional general fund reserve and \$6.7 billion in the BSA. For fiscal year 2017-18, the 2017-18 Budget projects total general fund revenues of \$125.9 billion, reflecting a 6% increase over the prior year and driven primarily by a projected 5% increase in personal income, sales and use tax collections. The 2017-18 Budget authorizes expenditures of \$125.1 billion. The State is projected to end the 2017-18 fiscal year with total available reserves of \$9.9 billion, including \$1.4 billion in the traditional general fund reserve and \$8.5 billion in the BSA.

With respect to education funding, the 2017-18 Budget revises the Proposition 98 minimum funding guarantees for both fiscal years 2015-16 and 2016-17, as a result of lower-than-estimated general fund revenue collections. The 2017-18 Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2015-16 at \$68.7 billion, an decrease of \$379 million from the prior year. However, total Proposition 98 funding exceeded the minimum guarantee by \$53 million as a result of various adjustments related to the LCFF and community college apportionments. The 2017-18 Budget revises the minimum funding guarantee for fiscal year 2016-17 at \$71.3 billion, reflecting a decrease of \$558 million from the prior year. Total spending, however, exceed the minimum funding guarantee by approximately \$29 million, as a result of a \$514 million "settle up" payment related to an obligation created by understating the minimum guarantee in a prior year.

For fiscal year 2017-18, the 2017-18 Budget sets the minimum funding guarantee at \$74.5 billion, reflecting an increase of \$3.1 billion (or 4.4%) from the revised prior-year level. Fiscal year 2017-18 is projected to be a "Test 2" year, with the change in the minimum funding guarantee attributable to a 3.7% increase in per capita personal income and a projected 0.05% decline in school district attendance. With respect to community college education, the 2017-18 Budget sets Proposition 98 funding at \$8.6 billion, including \$5.7 billion from the State general fund, reflecting an increase of \$324 million (or 3.9%) from the prior year. Per-FTES spending increases \$363 (or 4.3%) to \$7,416.

Other significant features with respect to community college education funding include the following:

- *Enrollment; Apportionments* – An increase of \$58 million in Proposition 98 funding to base allocations to support a 1% growth in enrollment systemwide. The 2017-18 Budget also provides \$98 million to fund a 1.56% COLA to apportionments, \$5 million to fund a 1.56% COLA to selected categorical programs, and \$1 million to fund a COLA for financial aid administration. In addition to these base increases, the 2017-18 Budget provides \$184 million that community college districts may use to fund any educational or operational purpose, including hiring additional faculty, paying retirement costs, professional development and facility maintenance.
- *Student Success* – An increase of \$150 million in one-time funding for an initiative focused on assisting community college districts (i) integrate existing student success programs and services, (ii) build internal capacity for data analysis, leadership, planning and program implementation, and (iii) develop structured academic courses for incoming students.
- *Financial Aid* – An increase of \$25 million in Proposition 98 funding to increase the maximum annual Full Time Student Success Grant. This grant was created in fiscal year 2015-16 and provides additional aid to community college students who carry 12 or more credits per term and qualify for Cal Grant B and Cal Grant C awards. The 2017-18 Budget also provides \$25 million for a Community College Completion Grant, which would provide an additional \$2,000 annually for grant recipients that develop a comprehensive education plan and carry 15 or more units per term. Lastly, the 2017-18 Budget includes \$1.7 million to double the Cal Grant C book and supply award.
- *Innovation Awards* – \$20 million in one-time Proposition 98 funding for awards to community college districts that develop innovations that both address specified groups of underrepresented students and use technology to improve instruction and support services.
- *On-line Education* – An increase of \$10 million in Proposition 98 funding, for total ongoing funding of \$20 million, to provide system-wide access to the California Online Education Initiative, a grant-funded collaborative effort among community colleges to increase access to and success in high-quality online courses.
- *Library Systems* – An increase of \$6 million in one-time Proposition 98 funding to the California Community College Technology Center, a grant funded project that coordinates statewide technology projects. The funding is intended to assist in the procurement and operational of an integrated library system for California community college students.
- *Deferred Maintenance and Instructional Equipment* – An increase of \$70 million in one-time Proposition 98 funding for deferred facility maintenance, special repairs, hazardous substance abatement, architectural barrier removal, or specified water conservation projects. Funds will be allocated based on full time equivalent student enrollment.
- *Proposition 51* – a total allocation of \$16.9 million in Proposition 51 bond funds for initial design activities at 15 community college districts.

For additional information regarding the 2017-18 Budget, see the State Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov) and the LAO's website at [www.lao.ca.gov](http://www.lao.ca.gov). However, the information presented on such websites is not incorporated herein by reference

**Future Budgets and Actions.** The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund education. State budget shortfalls in future fiscal years could have an adverse financial impact on the State general fund budget. However, the obligation to pay *ad valorem* property taxes upon all taxable property within the District for the payment of principal of and interest on the Bonds would not be impaired.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

*The information in this section concerning the operations and finances of the District is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the revenues generated by an ad valorem property tax required to be levied by the County in an amount sufficient for the payment thereof. See “THE BONDS – Security and Sources of Payment.”*

**General Information**

The District, founded in 1955, serves an area of 52 square miles of southeastern portion of the County, and includes within its service the area the cities and 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. The District currently operates Cerritos College, which provides collegiate level instruction, degrees, and certificates in 87 areas of study in grades 13 and 14. The College is fully accredited by the ACCJC. For fiscal year 2017-18, the District has a projected FTES count of \_\_\_\_\_, and taxable property within the District has an assessed valuation of \$\_\_\_\_\_.

**Administration**

The District is governed by a seven-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years. Current members of the Board, together with their offices and the dates their terms expire, are listed below:

**BOARD OF TRUSTEES  
Cerritos Community College District**

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Zurich Lewis	President	November 30, 20__
Carmen Avalos	Vice President	November 30, 20__
Dr. Shin Liu	Secretary	November 30, 20__
James Cody Birkey	Member	November 30, 20__
Martha Camacho-Rodriguez	Member	November 30, 20__
Marisa Perez	Member	November 30, 20__
Dr. Sandra Salazar	Member	November 30, 20__

The management and policies of the District are administered by an President/Superintendent appointed by the Board of Trustees who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. Dr. Jose Fierro is the President/Superintendent of the District and Felipe Lopez is the Vice President, Business Services/Assistant Superintendent. Brief

biographies of the President/Superintendent and the Vice President, Business Services/Assistant Superintendent follow:

***Dr. Jose Fierro, President/Superintendent.*** Dr. Fierro was appointed as the President/Superintendent of the District effective July 6, 2015. Previously, he served as the Vice-President of Academic Affairs and Chief Academic Officer at Laramie County Community College, a multicampus institution and the largest community college in the state of Wyoming. Dr. Fierro’s other prior positions include serving as an Academic Dean, Associate Dean of Liberal Arts and Sciences, and professor of biological sciences at Florida State College at Jacksonville. Dr. Fierro earned a doctorate degree from the University of Applied Sciences in Bogotá, Colombia; a Master of Science degree in Leadership and Management of Educational Programs from Nova Southeastern University in Ft. Lauderdale, Florida, and a doctorate degree in Higher Education Leadership from Northcentral University in Prescott, Arizona.

***Felipe Lopez, Vice President, Business Services/Assistant Superintendent.*** Mr. Lopez began his tenure as Vice President of Business Services of the District on November 2, 2016. Mr. Lopez previously served as the Chief Business Officer of the Compton Community College District for approximately five years. Mr. Lopez previously served nearly 10 years as audit supervisor at Vavrinek, Trine, Day & Co., LLP, a Certified Public Accounting firm that provides audit and accounting services to institutions of higher education in California. Mr. Lopez has also served as a presenter on state program accountability and audit issues for the State Chancellor, and currently serves as a committee member on the Fiscal Standards Task Force for the Association of Chief Business Officials. Mr. Lopez earned a Bachelor of Science degree in business administration with an emphasis in accounting from California Baptist University, a certificate in accounting for governmental and nonprofit organizations from the University of California, Riverside, and a Master of Business Administration degree from the University of Redlands.

**Labor Relations**

As of \_\_\_\_\_, 2017, the District employed \_\_\_ full-time certificated professionals and \_\_\_ full-time classified employees and managers. As of such date, the District also employed \_\_\_ part-time faculty and \_\_\_ part-time staff. District employees, except management and some part-time employees, are represented by five bargaining units as noted below.

**LABOR RELATIONS ORGANIZATIONS  
Cerritos Community College District**

<b><u>Labor Organization</u></b>	<b><u>Number of Employees In Organization</u></b>	<b><u>Contract Expiration Date</u></b>
California School Employees Association American Federation of Teachers		

\_\_\_\_\_  
*Source: Cerritos Community College District.*

## State Retirement Programs

*The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer nor State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, the State recently passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 ("AB 1469") into law as a part of the State's fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the "2014 Liability"), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing July 1, 2014, the employee contribution rate increased over a three-year phase-in period in accordance with the following schedule:

### MEMBER CONTRIBUTION RATES STRS (Defined Benefit Program)

<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired After January 1, 2013</u>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205

*Source: AB 1469.*

Pursuant to the Reform Act (defined below), the contribution rates for members hired after the Implementation Date (defined below) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. While the contribution rate for employees hired after the Implementation Date will remain unchanged at 9.205% of creditable compensation for fiscal year

commencing July 1, 2017, the STRS actuary currently estimates that member contribution rates for such members will have to increase to 10.205% of creditable compensation effective July 1, 2018, based on the new actuarial assumptions discussed below.

Pursuant to AB 1469, K-14 school districts' contribution rate will increase over a seven-year phase-in period in accordance with the following schedule:

**K-14 SCHOOL DISTRICT CONTRIBUTION RATES  
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>K-14 school districts</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

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*Source: AB 1469.*

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

The District's contributions to STRS were \$\_\_\_\_\_ in fiscal year 2012-13, \$\_\_\_\_\_ in fiscal year 2013-14, \$\_\_\_\_\_ in fiscal year 2014-15 and \$\_\_\_\_\_ in fiscal year 2015-16. The District has projected \$\_\_\_\_\_ for its contribution to STRS for fiscal year 2016-17.

The State also contributes to STRS, currently in an amount equal to 6.828% of teacher payroll for fiscal year 2017-18. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990.

In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

**PERS.** Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2014 included 1,580 public agencies and 1,513 K-14 school districts. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the "Schools Pool").

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The District is currently required to contribute to PERS at an actuarially determined rate, which is 15.531% of eligible salary expenditures for fiscal year 2017-18. Participants enrolled in PERS prior to January 1, 2013 contribute 7% of their respective salaries in fiscal year 2016-17 and will contribute at the same rate for fiscal year 2017-18, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 6% of their respective salaries for fiscal year 2016-17 and 6.5% in fiscal year 2017-18. See "— California Public Employees' Pension Reform Act of 2013" herein.

The District's contributions to PERS were \$\_\_\_\_\_ in fiscal year 2011-12, \$\_\_\_\_\_ in fiscal year 2012-13, \$\_\_\_\_\_ in fiscal year 2013-14, \$\_\_\_\_\_ in fiscal year 2014-15 and \$\_\_\_\_\_ in fiscal year 2015-16. The District has projected \$\_\_\_\_\_ for its contribution to PERS for fiscal year 2016-17.

**State Pension Trusts.** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS. Actuarial assessments are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

**FUNDED STATUS**  
**STRS (Defined Benefit Program) and PERS**  
**(Dollar Amounts in Millions) <sup>(1)</sup>**  
**Fiscal Years 2010-11 through 2015-16**

<u>STRS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)<sup>(2)</sup></u>	<u>Unfunded Liability (MVA)<sup>(2)</sup></u>	<u>Value of Trust Assets (AVA)<sup>(3)</sup></u>	<u>Unfunded Liability (AVA)<sup>(3)</sup></u>
2010-11	\$208,405	\$147,140	\$68,365	\$143,930	\$64,475
2011-12	215,189	143,118	80,354	144,232	70,957
2012-13	222,281	157,176	74,374	148,614	73,667
2013-14	231,213	179,749	61,807	158,495	72,718
2014-15	241,753	180,633	72,626	165,553	76,200
2015-16	266,704	177,914	101,586	169,976	96,728

<u>PERS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)</u>	<u>Unfunded Liability (MVA)</u>	<u>Value of Trust Assets (AVA)<sup>(3)</sup></u>	<u>Unfunded Liability (AVA)<sup>(3)</sup></u>
2010-11	\$58,358	\$45,901	\$12,457	\$51,547	\$6,811
2011-12	59,439	44,854	14,585	53,791	5,648
2012-13	61,487	49,482	12,005	56,250	5,237
2013-14	65,600	56,838	8,761	-- <sup>(4)</sup>	-- <sup>(4)</sup>
2014-15	73,325	56,814	16,511	-- <sup>(4)</sup>	-- <sup>(4)</sup>
2015-16 <sup>(5)</sup>	77,544	55,785	21,759	-- <sup>(4)</sup>	-- <sup>(4)</sup>

<sup>(1)</sup> Amounts may not add due to rounding.

<sup>(2)</sup> Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

<sup>(3)</sup> Reflects actuarial value of assets.

<sup>(4)</sup> Effective for the June 30, 2014 actuarial valuation, PERS no longer uses an actuarial value of assets.

<sup>(5)</sup> On April 18, 2017, the PERS Board of Administration approved the K-14 school district contribution rate for fiscal year 2017-18 and released certain actuarial information to be incorporated into the June 30, 2016 actuarial valuation to be released in summer 2017.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2010, through June 30, 2015), on February 1, 2017, the STRS Board adopted a new set of actuarial assumptions that reflect member's increasing life expectancies and current economic trends. These new assumptions were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2016 (the "2016 Actuarial Valuation"). The new actuarial assumptions include, but are not limited to: (i) adopting a generational mortality methodology to reflect past improvements in life expectancies and provide a more dynamic assessment of future life spans, (ii) decreasing the investment rate of return (net of investment and administrative expenses) to 7.25% for the 2016 Actuarial Valuation and 7.00% for the June 30, 2017 actuarial evaluation, and (iii) decreasing the projected wage growth to 3.50% and the projected inflation rate to 2.75%. The 2016 Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

Based on the change in actuarial assumptions adopted by the STRS Board, recent investment experience and the insufficiency of the contributions received in fiscal year 2015-16 to cover interest on the unfunded actuarial obligation, the 2016 Actuarial Valuation reports that the unfunded actuarial obligation increased by \$20.5 billion since the June 30, 2015 actuarial valuation and the funded ratio decreased by 4.8% to 63.7% over such time period. Had the investment rate of return been lowered to 7.00% for the 2016 Actuarial Valuation, the unfunded actuarial obligation and the funded ratio would have been \$105.1 billion and 61.8%, respectively. As a result, it is currently projected that there will be a need for higher contributions from the State, employers and members in the future to reach full funding by 2046.

According to the 2016 Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be sufficient to finance its obligations, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990, for which AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption.

In recent years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%. On November 17, 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing PERS Discount Rate by at least four percentage points. On December 21, 2016, the PERS Board voted to lower the PERS Discount Rate to 7.0% over the next three years in accordance with the following schedule: 7.375% in fiscal year 2017-18, 7.25% in fiscal year 2018-19 and 7.00% in fiscal year 2019-20. The new discount rate went into effect July 1, 2017 for the State and will go into effect July 1, 2018 for K-14 school districts and other public agencies. Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise. The three-year reduction of the discount rate to 7.0% is expected to result in average employer rate increases of approximately 1-3% of normal cost as a percent of payroll for most miscellaneous retirement plans and a 2-5% increase for most safety plans.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

**California Public Employees' Pension Reform Act of 2013.** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

**GASB Statement Nos. 67 and 68.** On June 25, 2012, GASB approved Statements Nos. 67 and 68 ("Statements") with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government's balance sheet (currently, such unfunded liabilities are typically included as notes to the government's financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to

GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

As of June 30, 2016, the District's proportionate shares of the net pension liabilities for the STRS and PERS programs were \$60,498,229 and \$28,421,773, respectively. See also "APPENDIX B – 2015-16 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT —Note 8."

### **Other Post-Employment Benefits**

**Benefit Plan.** The District operates a defined benefit healthcare plan that provides medical, dental and vision insurance benefits (the "Post-Employment Benefits") to eligible retirees of the District and their spouses. As of June 30, 2017, there were \_\_\_ retirees currently receiving benefits, and \_\_\_ active plan members.

**Funding Policy.** The District recognizes expenditures for Post-Employment Benefits on a pay-as-you-go-basis to cover the cost of benefits for current retirees, together with an additional amount to prefund the District's outstanding accrued liability for Post-Employment Benefits (as discussed herein). During fiscal years 2014-15 through 2016-17, the District realized total expenditures for Post-Employment Benefits of \$\_\_\_\_\_, \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively. The District has projected \$\_\_\_\_\_ for such expenditures in fiscal year 2017-18, net of a projected deposit to the retiree benefits fund (described below) of \$\_\_\_\_\_.

The District has established a retiree benefits fund to begin funding the accrued liability (discussed below) represented by the Post-Employment Benefits. The balance in this fund, as of June 30, 2017, was \$\_\_\_\_\_. The retiree benefits fund, however, has not been irrevocably pledged to the payment of Post-Employment Benefits, and may be accessed upon Board action for other purposes.

**Accrued Liability.** The District has implemented *Governmental Accounting Standards Board Statement #45, Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans* ("GASB 45"), pursuant to which the District has commissioned and received several actuarial studies of its accrued liability with respect to the Post-Employment Benefits. The most recent of these studies concluded that the District's actuarial accrued liability ("AAL") in respect of the Post-Employment Benefits, as of the May 16, 2016 valuation date, was \$16,194,524, and that the annual required contribution (the "ARC") was \$1,398,131 beginning in fiscal year 2016-17. The ARC is the amount that would be necessary to fund the value of future benefits earned by current employees during each fiscal year (the "Normal Cost") and the amount necessary to amortize the AAL, in accordance with the Governmental Accounting Standards Board Statements Nos. 43 and 45.

As of June 30, 2016, the District recognized a net balance sheet liability (the "Net OPEB Obligation") of \$3,892,101, based upon its contributions towards the actuarially-determined ARC in fiscal year 2015-16, as adjusted for interest on the prior fiscal year's Net OPEB Obligation and adjustments to the ARC. See "—District Debt Structure" and "APPENDIX B – 2015-16 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT —Note 10."

## **Risk Management**

The District is exposed to various risks of loss related to property, general liability, workers' compensation and employee benefits. These risks are addressed through a combination of commercial insurance, self-insurance and participation in certain public entity risk pools.

The District participates in several joint powers authorities (the "JPAs") for insurance coverage purposes. Specifically, the District participates in the Statewide Association of Community Colleges ("SWACC") and the Schools Association for Excess Risk ("SAFER") for property and liability insurance coverage, as well the Southern California Community College District Joint Powers Agency ("SCCCD") and the Protected Insurance Program for Schools and Community Colleges ("PIPS") for workers compensation insurance coverage. Coverage limits are as follows: (i) \$249,750,000 of property coverage and \$24,000,000 of liability coverage through SAFER, (ii) \$250,000 of property coverage and \$1,000,000 of liability coverage through SWACC, and (iii) \$1,000,000 of workers compensation through PIPS. SCCCDC operates as an insurance purchasing pool, pursuant to which the District achieves a reduced premium for workers compensation coverage.

The District pays annual premiums to each of SWACC, SAFER, and SCCCDC for its property and liability, and workers' compensation insurance coverage. In addition, SCCCDC holds a reserve fund for the payment of post-employment benefit obligations. The relationship between the District and the JPAs is such that none of the JPAs are a component unit of the District for financial reporting purposes.

[TO BE CONFIRMED] There are currently no pending claims against the District. For the past three fiscal years, settled claims have not exceeded available insurance coverages.

## **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board ("GASB") has released (i) Statement No. 34, which is effective for the District and makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted, and (ii) Statement No. 35, which is effective for the District and makes changes in the required content and format of annual financial statements for public colleges and universities. These requirements become effective for the District in May 15, 2002. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

## **Comparative Financial Statements**

Pursuant to applicable guidance from GASB, the District's financial statements present a comprehensive, entity-wide perspective of the District's assets, liabilities, and cash flows rather than the fund-group perspective previously required. The table on the following page displays the District's revenues, expenses and changes in net assets for its primary government funds during fiscal years 2011-12 through 2015-16.

**AUDITED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET ASSETS –  
PRIMARY GOVERNMENT  
Fiscal Years 2011-12 through 2015-16  
Cerritos Community College District**

	<b>Fiscal Year <u>2011-12</u></b>	<b>Fiscal Year <u>2012-13</u></b>	<b>Fiscal Year <u>2013-14</u></b>	<b>Fiscal Year <u>2014-15</u></b>	<b>Fiscal Year <u>2015-16</u></b>
<b>OPERATING REVENUES</b>					
Enrollment, tuition and other fees (gross)	\$16,748,987	\$15,919,463	\$25,250,914	\$24,020,874	\$20,771,953
Less: Scholarship discounts and allowances	<u>(11,771,360)</u>	<u>(9,065,155)</u>	<u>(15,790,827)</u>	<u>(14,536,569)</u>	<u>(14,536,569)</u>
Net enrollment, tuition and other fees	4,977,627	6,854,308	9,460,087	9,484,305	6,235,384
Grant and contracts, non-capital: <sup>(1)</sup>					
Federal	--	3,883,261	4,399,870	4,068,005	44,724,806
State	--	7,185,265	9,890,223	16,289,140	36,176,091
Local	--	<u>6,579,049</u>	<u>1,203,588</u>	<u>492,179</u>	--
<b>TOTAL OPERATING REVENUES</b>	4,977,627	24,501,883	24,953,768	30,333,629	87,136,281
<b>OPERATING EXPENSES</b>					
Salaries	60,941,456	61,925,082	65,564,328	69,570,412	73,605,905
Employee benefits	21,689,406	21,004,426	23,620,944	26,841,409	24,576,081
Supplies, materials and other operating expenses and services	17,302,962	10,868,852	9,298,526	17,143,130	25,560,438
Equipment, maintenance, and repairs	2,463,791	--	--	--	--
Financial aid	42,208,791	41,016,916	42,940,270	44,148,870	44,889,254
Capital outlay	--	--	--	5,991,130	--
Depreciation	<u>3,101,883</u>	<u>3,334,315</u>	<u>3,789,400</u>	<u>4,285,584</u>	<u>4,364,341</u>
<b>TOTAL OPERATING EXPENSES</b>	147,707,956	138,149,591	145,213,468	167,980,906	172,996,019
<b>OPERATING INCOME (LOSS)</b>	(142,730,329)	(113,647,708)	(120,259,700)	(137,647,277)	(85,859,738)
<b>NON-OPERATING REVENUES (EXPENSES)</b>					
State apportionments, non-capital	62,452,363	35,309,242	52,262,332	58,690,790	53,845,193
Local property taxes	16,176,487	23,862,692	21,863,924	39,083,400	41,182,289
State taxes and other revenues	2,351,186	15,932,174	17,327,649	15,546,827	17,652,668
Federal Grants	43,811,738	39,176,358	40,753,224	41,583,924	--
State Grants	8,121,075	--	--	--	--
Other non-operating revenues	6,704,214	116,702	591,337	4,131,768	--
Investment income, net	761,033	951,172	729,006	1,111,702	2,221,340
Other local revenues	--	--	--	--	5,197,092
Interest income on capital asset-related debt, net	92,031	--	--	--	--
Interest expense	<u>(5,858,091)</u>	<u>(8,527,699)</u>	<u>(12,033,902)</u>	<u>(19,572,066)</u>	<u>(4,814,733)</u>
<b>TOTAL NON-OPERATING REVENUES (EXPENSES)</b>	134,612,036	106,820,640	121,493,570	140,576,345	115,283,849
<b>INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS OR (LOSSES)</b>	(8,118,293)	(6,827,067)	1,233,870	2,929,068	29,424,111
<b>OTHER REVENUES, EXPENSES, GAINS OR (LOSSES)</b>					
State apportionments, capital	4,157,140	2,089,038	575,754	473,761	--
Local revenues, capital	--	1,004,694	--	--	--
Loss on disposal of equipment	--	<u>9,550,826</u>	--	--	--
<b>TOTAL OTHER REVENUES, EXPENSES, GAINS OR (LOSSES)</b>	4,157,140	12,644,558	575,754	473,761	--
<b>CHANGE IN NET POSITION</b>	(3,961,153)	5,817,491	1,809,624	3,402,829	29,424,111
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>70,977,346</u>	<u>67,016,193</u>	<u>86,015,586</u>	<u>78,288,161</u>	<u>5,651,650</u>
<b>ADJUSTMENT FOR RESTATEMENT</b>	--	13,181,902 <sup>(2)</sup>	(9,537,049) <sup>(3)</sup>	(76,039,340) <sup>(4)</sup>	--
<b>NET ASSETS, AS RESTATED</b>	--	<u>80,198,095</u>	<u>76,478,537</u>	<u>2,248,821</u>	--
<b>NET ASSETS, END OF YEAR</b>	<u>\$67,016,193</u>	<u>\$86,015,586</u>	<u>\$78,288,161</u>	<u>\$5,651,650</u>	<u>\$35,075,761</u>

<sup>(1)</sup> Beginning in fiscal year 2012-13, the majority of audited grant and contract revenue has been classified as operating revenue.

<sup>(2)</sup> Restatement to the net beginning position for fiscal year 2012-13 results from the implementation of GASB Statement No. 62, which requires the capitalization of interest expense on bonded debt that previously had been expensed.

<sup>(3)</sup> Net restatement is the product of (i) a decrease of \$2,132,521 to the beginning net position in order to reflect the elimination of amortization of debt issuance costs in accordance with the implementation of GASB Statement No. 65, and (ii) an adjustment of \$7,404,528 to the net capital assets due to prior-fiscal year entry conversions.

<sup>(4)</sup> Net restatement to the beginning position results from the implementation of GASB Statement No. 68 in order to recognize the District's net pension liability, deferred outflows of resources and deferred inflows of resources. See "-- Retirement Programs - GASB Statement Nos. 67 and 68" herein.

Source: Cerritos Community College District.

**Educational Foundation**

The Cerritos College Foundation (the “Foundation”) is a non-profit entity organized under Section 501(c)(3) of the Internal Revenue Code. The Foundation contributes approximately \$\_\_\_\_\_ annual to the District in the form of student grants and scholarships, as well as to donations to educational programs and departments at the District. The financial activity of the Foundation is reported as a separate discretely presented component unit of the District.

**District Debt Structure**

*Long-Term Debt.* A schedule of the District’s general long-term debt as of June 30, 2016, is shown below:

	<b>Balance Beginning of Year</b>	<b>Additions</b>	<b>Deductions</b>	<b>Balance End of Year</b>
General Obligation Bonds	\$290,041,262	--	\$16,082,017	\$273,959,245
Premium on issuance of bonds	11,077,152	--	--	11,077,152
SERP	2,348,342	--	1,531,108	817,234
Compensated absences	2,335,720	\$68,190	--	2,403,910
OPEB Obligation	3,223,922	668,179	--	3,892,101
Net pension liability	<u>78,609,557</u>	<u>10,310,446</u>	--	<u>88,920,003</u>
Totals	<u>\$387,635,955</u>	<u>\$11,046,815</u>	<u>\$17,613,125</u>	<u>\$381,069,645</u>

Source: Cerritos Community College District.

*General Obligation Bonds.* At an election held on March 2, 2004, the voters of the District approved the issuance of not-to-exceed \$210,000,000 of general obligation bonds of the District (the “2004 Authorization”). The District has issued the entirety of bonds authorized by the 2004 Authorization. Pursuant to the 2012 Authorization, the voters have approved the issuance of \$350,000,000 of bonds. The District has issued one series of bonds pursuant to the 2012 Authorization. The District has also issued general obligation refunding bonds to refinance portions of the bonds issued pursuant to the 2004 Authorization. The following table summarizes the prior outstanding bond issuances of the District, not including the Bonds.

**SUMMARY OF OUTSTANDING BONDED DEBT  
Cerritos Community College District**

<b>Issuance</b>	<b>Initial Principal Amount</b>	<b>Principal Currently Outstanding<sup>(1)</sup></b>	<b>Date of Delivery</b>
Election of 2004, Series 2009C	\$55,000,000.00		March 9, 2009
Election of 2004, Series 2012D	82,825,515.05		April 4, 2012
Election of 2012, Series 2014A	100,000,000.00		November 20, 2014
2014 Refunding, Series A	80,395,000.00		November 20, 2014
2014 Refunding, Series B	17,975,000.00		November 20, 2014

The table below summarizes the annual debt service requirements for the District’s outstanding general obligation bonded debt following the issuance of the Bonds (and no optional redemptions).

**GENERAL OBLIGATION BONDS – CONSOLIDATED DEBT SERVICE SCHEDULE  
Cerritos Community College District**

<u>Year Ending (August 1)</u>	<u>Election of 2004 Series 2009C</u>	<u>Election of 2004 Series 2012D</u>	<u>Election of 2012 Series 2014A</u>	<u>2014 Refunding Series A</u>	<u>2014 Refunding Series B</u>	<u>The Bonds</u>	<u>Total Annual Debt Service</u>
2018	\$1,302,400.00	\$2,965,718.76	\$3,310,450.00	\$4,113,250.00	\$2,303,625.30		
2019	1,414,400.00	3,155,718.76	3,310,450.00	4,136,650.00	2,397,832.30		
2020	--	3,365,718.76	3,310,450.00	5,572,400.00	2,493,016.80		
2021	--	3,580,718.76	3,310,450.00	5,709,900.00	2,590,976.70		
2022	--	3,795,718.76	3,310,450.00	5,845,400.00	2,695,206.06		
2023	--	4,030,718.76	3,310,450.00	5,984,650.00	2,804,891.20		
2024	--	5,115,718.76	3,310,450.00	8,080,150.00	--		
2025	--	5,500,718.76	3,310,450.00	8,364,650.00	--		
2026	--	5,750,718.76	3,310,450.00	8,652,400.00	--		
2027	--	6,010,718.76	3,310,450.00	8,956,900.00	--		
2028	--	6,290,718.76	3,310,450.00	9,270,900.00	--		
2029	--	6,535,718.76	3,310,450.00	9,592,400.00	--		
2030	--	6,835,718.76	3,310,450.00	9,939,400.00	--		
2031	--	7,145,718.76	5,620,450.00	10,282,000.00	--		
2032	--	13,020,718.76	5,844,950.00	5,181,800.00	--		
2033	--	13,825,718.76	6,077,450.00	5,340,400.00	--		
2034	--	17,135,718.76	6,321,700.00	--	--		
2035	--	17,135,718.76	6,576,200.00	--	--		
2036	--	17,133,950.00	6,839,450.00	--	--		
2037	--	17,086,175.00	7,109,950.00	--	--		
2038	--	17,089,625.00	7,396,200.00	--	--		
2039	--	--	7,691,200.00	--	--		
2040	--	--	7,998,200.00	--	--		
2041	--	--	8,319,800.00	--	--		
2042	--	--	8,653,200.00	--	--		
2043	--	--	8,997,000.00	--	--		
2044	--	--	9,354,800.00	--	--		
Total	<u>\$2,716,800.00</u>	<u>\$182,507,687.68</u>	<u>\$145,836,400.00</u>	<u>\$115,023,250.00</u>	<u>\$15,285,548.36</u>		

## TAX MATTERS

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of corporations.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the applicable Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS OR THE MARKET VALUE OF THE BONDS. TAX REFORM PROPOSALS ARE BEING CONSIDERED BY CONGRESS. IT IS POSSIBLE THAT LEGISLATIVE CHANGES MIGHT BE INTRODUCED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME OR STATE TAX BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THE INTRODUCTION OR ENACTMENT OF ANY OF SUCH CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is attached hereto as APPENDIX A.

## **LEGAL MATTERS**

### **Legality for Investment in California**

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the Government Code of the State, are eligible security for deposits of public moneys in the State.

## **Continuing Disclosure**

**Current Undertaking.** In connection with the issuance of the Bonds, the District has covenanted for the benefit of the Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Reports”) by not later than nine months following the end of the District’s fiscal year (which currently ends June 30), commencing with the report for the 2016-17 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of material events will be filed by the District in accordance with the requirements of S.E.C. Rule 15c2-12(b)(5) (the “Rule”). The specific nature of the information to be contained in the Annual Reports or the notices of material events is included in “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. These covenants have been made in order to assist the Underwriter in complying with the Rule.

**Prior Undertakings.** [TO COME].

## **No Litigation**

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. There is no litigation pending, and the District is not aware of any litigation threatened, questioning the political existence of the District or contesting the District’s ability to receive *ad valorem* taxes or to collect other revenues or contesting the District’s ability to issue and retire the Bonds.

## **Information Reporting Requirements**

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 (“TIPRA”). Under Section 6049 of the Internal Revenue Code of 1986, as amended by TIPRA, interest paid on tax-exempt obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. The effective date of this provision is for interest paid after December 31, 2005, regardless of when the tax-exempt obligations were issued. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

## **Legal Opinion**

The legal opinion of Bond Counsel, approving the validity of the Bonds, will be supplied to the original purchasers of the Bonds without cost. A copy of the proposed form of such legal opinion is attached to this Official Statement as Appendix A.

## **MISCELLANEOUS**

### **Ratings**

The Bonds have been assigned ratings of “\_\_” and “\_\_” by S&P and Moody’s, respectively. The ratings reflect only the view of the rating agencies, and any explanation of the significance of such ratings should be obtained from such rating agencies. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely

by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. The District undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings obtained may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The District has covenanted in a Continuing Disclosure Certificate to file notices of any ratings changes on the Bonds. See the caption “LEGAL MATTERS – Continuing Disclosure” below and “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.” Notwithstanding such covenant, information relating to ratings changes on the Bonds may be publicly available from Moody’s or S&P prior to such information being provided to the District and prior to the date the District is obligated to file a notice of rating change pursuant to the Rule. Purchasers of the Bonds are directed to the respective websites of Moody’s and S&P, and official media outlets, for the most current ratings changes with respect to the Bonds after the initial issuance thereof.

### **Financial Statements**

The financial statements with supplemental information for the year ended June 30, 2016, the independent auditor’s report of the District, and the related statements of activities and of cash flows for the year then ended, and the report dated December 16, 2016 of Christy White Associates, a Professional Accountancy Corporation (the “Auditor”), are included in this Official Statement as Appendix B. In connection with the inclusion of the financial statements and the report of the Auditor thereon in Appendix B to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

### **Underwriting**

***Purchase of Bonds.*** Morgan Stanley & Co. LLC (the “Underwriter”) has agreed, to purchase all of the Bonds for a purchase price of \$\_\_\_\_\_ (which is equal to the principal amount thereof, plus net original issue premium of \$\_\_\_\_\_, and less an underwriting discount of \$\_\_\_\_\_).

The purchase contract related to the Bonds provide that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the purchase contracts, the approval of certain legal matters by Bond Counsel and certain other conditions. The initial offering prices stated on the cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than such initial offering prices.

***Underwriter Disclosures.*** The Underwriter has provided the information below for inclusion in this Official Statement. The District does not guarantee the accuracy or completeness of the following information, and the inclusion thereof should be construed as a representation of the District.

[TO COME].

**Additional Information**

This Official Statement supplies information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolutions providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

All data contained herein about the District has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

This Official Statement and the delivery thereof have been duly approved and authorized by the District.

**CERRITOS COMMUNITY COLLEGE DISTRICT**

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

**APPENDIX A**

**FORMS OF OPINIONS OF BOND COUNSEL**

*Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect thereto in substantially the following form.*

\_\_\_\_\_, 2018

Board of Trustees  
Cerritos Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$\_\_\_\_\_ Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B (the “Bonds”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, a greater than fifty-five percent vote of the qualified electors of the Cerritos Community College District (the “District”) voting at an election held on November 6, 2012, and a resolution adopted by the Board of Trustees of the District (the “Resolution”).
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will

accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond. Original issue discount that accrues to the Bondowner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

6. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the Bondowner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bondowner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California.

Respectfully submitted,

Stradling Yocca Carlson & Rauth

**APPENDIX B**

**2015-16 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT**

## APPENDIX C

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Cerritos Community College District (the “District”) in connection with the issuance of \$\_\_\_\_\_ Cerritos Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2018B (the “Bonds”). The Bonds are being issued pursuant to a resolution of the Board of Trustees of the District adopted on November 15, 2017 (the “Resolution”). The District covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean initially the District, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

“Holders” shall mean registered owners of the Bonds.

“Listed Events” shall mean any of the events listed in Section 5(a) and 5(b) of this Disclosure Certificate.

“Official Statement” shall mean that certain Official Statement relating to the Bonds, dated as of \_\_\_\_\_, 2017.

“Participating Underwriter” shall mean the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean, the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (presently ending June 30), commencing with the report for the 2016-17 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate, with a copy to the Participating Underwriter. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a timely notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided to the Repository.

SECTION 4. Content and Form of Annual Reports. (a) The District's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

- (A) State funding received by the District for the last completed fiscal year;
- (B) Full time equivalent student counts of the District for the last completed fiscal year;
- (C) Outstanding District indebtedness;

- (D) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the then-current fiscal year;
- (E) Current assessed valuation of taxable property within the District; and
- (F) Data regarding secured *ad valorem* tax charges and delinquencies for property within the District, except to the extent the County of Los Angeles adopts the Teeter Plan for tax levies for District bonded indebtedness.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report will be filed in an electronic format accompanied by such identifying information as shall be prescribed by the Municipal Securities Rulemaking Board.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) Pursuant to the provisions of this Section 5(b), the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Holders.
3. optional, contingent or unscheduled bond calls.
4. unless described under Section 5(a)(5) above, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
5. release, substitution or sale of property securing repayment of the Bonds.
6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
7. Appointment of a successor or additional trustee or paying agent with respect to the Bonds or the change of name of such a trustee or paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

**SECTION 6. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a) or 5(b), as applicable.

**SECTION 7. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor.

The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and
- (d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the

District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repositories. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Certificate may be given as follows:

To the District: Cerritos Community College District  
1110 Alondra Boulevard  
Norwalk, California 90650

To the Dissemination Agent: Cerritos Community College District  
1110 Alondra Boulevard  
Norwalk, California 90650

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 12. Signature. This Disclosure Certificate has been executed by the undersigned on the date hereof, and such signature binds the District to the undertaking herein provided.

Date: \_\_\_\_\_, 2018

CERRITOS COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Vice President, Business Services/  
Assistant Superintendent

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of District: CERRITOS COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: Election of 2012 General Obligation Bonds, Series 2018B

Date of Issuance: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

CERRITOS COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_ [form only; no signature required]

## APPENDIX D

### ECONOMIC AND DEMOGRAPHIC PROFILE OF THE CITIES OF CERRITOS, DOWNEY, LA MIRADA AND NORWALK AND LOS ANGELES COUNTY

*Approximately 70% of the District lies within the Cities of Cerritos (“Cerritos”), Downey, (“Downey”), La Mirada (“La Mirada”) and Norwalk (“Norwalk,” and together with Cerritos, Downey and La Mirada, the “Cities”). The following information concerning the Cities and Los Angeles County (the “County”) is included only for the purpose of supplying general information regarding the community. The Bonds are not a debt or obligation of either the Cities or the County.*

#### **General**

***City of Cerritos.*** Cerritos is located in southeast portion of the County, on the border with Orange County. Cerritos has a total area of approximately nine square miles. Known initially as Dairy Valley, Cerritos was founded in 1888 and incorporated in 1956, becoming a charter city in 1958. In 1967, Dairy Valley changed its name to Cerritos. Cerritos is governed by a five-member council-manager government, each elected at large to four-year overlapping terms. Each year the five members vote one of themselves to be the Mayor and Mayor Pro Tem. The City Council appoints the City Manager, the City Attorney and the City Clerk/Treasurer.

***City of Downey.*** Downey was incorporated in 1956, became a charter city in 1964 and encompasses approximately 12 square miles. Like its neighbors, it has access to four major freeways as well as the Los Angeles Metro Rail Green Line station. Downey uses a city-manager form of government, having a mayor and four other city council members. The office of mayor rotates among the five city council members in December. All council members are limited to two four-year terms, and each member is elected from and represents an electoral district. The city council appoints the City Manager, City Attorney and City Clerk, while the City Manager appoints all of Downey’s department heads.

***City of La Mirada.*** La Mirada is immediately east of Norwalk and encompasses approximately eight square miles. La Mirada is the location of Biola University, and is also well-known for theatrical arts, hosting the La Mirada Theatre for the Performing Arts. La Mirada is governed by a five-member council-manager government, and each year the five members elect the Mayor and Mayor Pro Tem. Council members are elected at large from within La Mirada.

***City of Norwalk.*** Norwalk has a total area of approximately nine square miles. Four freeways run directly through or immediately past Norwalk and neighboring Cerritos. The Green Line light rail also starts in Norwalk, and connects Norwalk with the cities of Los Angeles, South Gate, Lynwood, Hawthorne, El Segundo and Manhattan Beach. Norwalk also hosts the heavily-used Norwalk/Santa Fe Springs Metrolink Station. Norwalk was founded in 1888 and incorporated in 1897 and is a full-service charter city and is governed by nine City Council members who are elected by district, and a Mayor who is elected at large. The City Attorney, City Auditor, and City Prosecutor are also elected positions.

**Los Angeles County.** Established by an act of the State Legislature on February 18, 1850, Los Angeles is one of the original counties of California. With 4,061 square miles, the county borders 70 miles of coast on the Pacific Ocean. The County is home to 88 incorporated cities. In between the large desert portions of the county — which make up around 40% of its land area — and the heavily urbanized central and southern portions, sit the San Gabriel Mountains, containing the Angeles National Forest. Los Angeles is a charter county governed by a five-member elected Board of Supervisors who each serves alternating four-year terms.

## Population

The following tables show the population estimates of the Cities, the County and the State of California (the “State”) for years 2008 through 2017.

### POPULATION ESTIMATES 2008 through 2017

#### Cities of Cerritos, Downey, La Mirada, Norwalk, the County of Los Angeles and State of California

<u>Year</u> <sup>(1)</sup>	<u>City of Cerritos</u>	<u>City of Downey</u>	<u>City of La Mirada</u>	<u>City of Norwalk</u>	<u>Los Angeles County</u>	<u>State of California</u>
2008	49,930	110,860	48,519	105,404	9,785,474	36,704,375
2009	49,479	111,254	48,434	105,330	9,801,096	36,966,713
2010 <sup>(2)</sup>	49,047	111,772	48,527	105,549	9,818,605	37,253,956
2011	49,225	112,271	48,727	105,848	9,874,887	37,563,835
2012	49,322	112,869	48,976	105,755	9,956,722	37,881,357
2013	49,262	113,166	49,105	105,332	10,021,318	38,238,492
2014	49,383	113,550	49,263	105,525	10,089,847	38,572,211
2015	49,437	113,793	49,490	105,647	10,150,617	38,915,880
2016	49,439	113,729	49,448	105,530	10,182,961	39,189,035
2017	50,039	113,832	49,434	105,526	10,241,278	39,523,613

<sup>(1)</sup> Except as noted, as of January 1.

<sup>(2)</sup> As of April 1.

Source: 2010: U.S. Department of Commerce, Bureau of the Census, for April 1.

2008-09, 2011-17 (2000 and 2010 DRU Benchmark): California Department of Finance for January 1.

## Income

The following table shows per capita personal income for the County, State and the United States for the past 10 years.

**PER CAPITA PERSONAL INCOME**  
**2006 through 2015**  
**Los Angeles County, State of California, and United States**

<u>Year</u>	<u>Los Angeles County</u>	<u>State of California</u>	<u>United States</u>
2006	\$40,800	\$42,334	\$38,144
2007	42,499	43,692	39,821
2008	43,715	44,162	41,082
2009	42,043	42,224	39,376
2010	43,234	43,315	40,277
2011	45,969	45,820	42,453
2012	48,818	48,312	44,267
2013	48,140	48,471	44,462
2014	50,730	50,988	46,414
2015	53,521	53,741	48,122

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Note: Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. Estimates for 2010 through 2015 reflect county population estimates available as of March 2016. All dollar estimates are in current dollars (not adjusted for inflation). Data for 2016 is not yet available.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

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## Principal Employers

The following tables show the principal employers in the Cities and County by number of employees.

### PRINCIPAL PRIVATE-SECTOR EMPLOYERS

2016

#### Los Angeles County

<u>Company</u>	<u>Description</u>	<u>Employees</u>
Kaiser Permanente	Services: Health Services	36,987
University of Southern California	Services: Educational Services	18,971
Northrop Grumman Corp.	Manufacturing: Search, Detection, Navigation, Guidance, Aeronautical, and Nautical Systems and Instruments	16,619
Target Corp.	Retail Trade: General Merchandise	15,000
Ralphs/Food 4 Less (Kroger Co. division)	Retail Trade: Food Stores	13,500
Bank of America Corp.	Finance: Depository Institutions	13,000 <sup>(1)</sup>
Providence Health & Services Southern California	Services: Health Services	13,000
Walt Disney Co.	Services: Amusement and Recreational	12,500
Albertsons/Vons/Pavilions	Retail Trade: Food Stores	12,400
Cedars-Sinai Medical Center	Services: Health Services	11,625

<sup>(1)</sup> Business Journal estimate.

Source: Los Angeles Business Journal, The List, published August 29, 2016.

### PRINCIPAL PUBLIC-SECTOR EMPLOYERS

2016

#### Los Angeles County

<u>Company</u>	<u>People Served</u>	<u>Employees</u>
Los Angeles County	10 million residents	108,093
Los Angeles Unified School District	732,833 students	59,823
U.S. Government – Federal Executive Board <sup>(1)</sup>	United States residents	47,200
University of California, Los Angeles	43,301 students	46,220
City of Los Angeles <sup>(2)</sup>	4.03 million residents	32,576
State of California <sup>(3)</sup>	State of California	28,900
Los Angeles County Metropolitan Transportation Authority	10 million residents	9,892
Department of Water and Power of the City of Los Angeles (LADWP)	Los Angeles residents	9,335
Los Angeles Community College District	Nine community colleges; 155,133 students	6,909
Long Beach Unified School District	75,000 students	6,515

<sup>(1)</sup> Excludes law enforcement and judiciary employees.

<sup>(2)</sup> Excludes proprietary departments (LADWP or the Department of Airports for the City of Los Angeles).

<sup>(3)</sup> Excludes education employees.

Source: Los Angeles Business Journal, The List, published August 29, 2016.

**PRINCIPAL EMPLOYERS**  
**As of June 30, 2014**  
**City of Cerritos**

<u>Company</u>	<u>Description</u>	<u>Employees</u>
United Parcel Service	Transportation and Warehousing	6,000
ABC Unified School District	Services: Educational Services	3,500
AT&T	Telephone Communications	1,200
Southern Wine & Spirits of So. Calif.	Wine and Spirits	1,100
City of Cerritos	Public Administration	552
Crown Bolt, Inc.	Manufacturing: Metal Screws, Bolts and Nuts	400
Nordstrom	Retail Trade: General Merchandise	400
College Hospital, Inc.	Services: Health Services	400
PMI	Services: Health Services	350
Norm Reeves Honda of Cerritos	Retail Trade: Automotive Dealers	350

Note: comprehensive annual financial reports for Cerritos after the 2013-14 fiscal year do not include any information on principal employers.

Source: *City of Cerritos 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2014.*

**PRINCIPAL EMPLOYERS**  
**As of June 30, 2016**  
**City of Downey**

<u>Company</u>	<u>Description</u>	<u>Employees</u>
Kaiser Permanente	Services: Health Services	4,500
Downey Unified School District	Services: Educational Services	2,450
Stonewood Shopping Center	Retail Trade: General Merchandise	1,765
Office of Education, County of Los Angeles	Services: Educational Services	1,685
Rancho Los Amigos Medical Center	Services: Health Services	1,410
PIH Health	Services: Health Services	1,100
City of Downey	Public Administration	833
Coca-Cola Bottling Company	Manufacturing: Bottled and Canned Soft Drinks	800
Internal Service Dept., County of Los Angeles	Services: Educational Services	712
Lakewood Health Center	Services: Health Services	314

Source: *City of La Mirada 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2016.*

**PRINCIPAL EMPLOYERS**

**As of June 30, 2016**

**City of La Mirada**

<u>Company</u>	<u>Description</u>	<u>Employees</u>
Biola University	Services: Educational Services	1,365
US Foodservice	Wholesale Groceries	650
Norwalk-La Mirada Unified School District	Services: Educational Services	546
City of La Mirada	Public Administration	306
Kindred Hospital	Services: Health Services	266
Home Depot	Retail Trade: General Merchandise	195
Mirada Hills Rehabilitation	Services: Health Services	158
Makita USA Inc.	Wholesale Trade: Electrical Apparatus	150
Bellwood Laundry and Linen	Services: Laundry and Cleaning	148
Crothall Laundry Services	Services: Laundry and Cleaning	143

*Source: City of La Mirada 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2016.*

**PRINCIPAL EMPLOYERS**

**As of June 30, 2016**

**City of Norwalk**

<u>Company</u>	<u>Description</u>	<u>Employees</u>
Los Angeles County	Services: Educational Services	1,674
Cerritos College	Services: Educational Services	1,529
Metropolitan State Hospital	Services: Health Services	1,462
Norwalk-La Mirada Unified School District	Services: Educational Services	1,349
City of Norwalk	Public Administration	554
Target	Retail Trade: General Merchandise	475
Costco Wholesale	Retail Trade: General Merchandise	300
Doty Brothers Construction	Construction: Water, Sewer and Pipeline	300
Little Lake School District	Services: Educational Services	296
Coast Plaza Doctors Hospital	Services: Health Services	265

Note: For updated District employee counts, see "CERRITOS COMMUNITY COLLEGE DISTRICT – Labor Relations" in the front part of this Official Statement.

*Source: City of Norwalk 'Comprehensive Annual Financial Report' for Fiscal Year Ended June 30, 2016.*

## Employment

The following table summarizes the labor force, employment and unemployment figures for the past five years for the Cities, County, and State.

### CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT 2012 through 2016<sup>(1)</sup>

Cities of Cerritos, Downey, La Mirada, Norwalk, the County of Los Angeles and State of California

<u>Year</u>	<u>Area</u>	<u>Labor Force</u>	<u>Employment<sup>(2)</sup></u>	<u>Unemployment</u>	<u>Unemployment Rate (%)<sup>(3)</sup></u>
2012	City of Cerritos	23,600	21,600	1,900	8.2%
	City of Downey	55,300	49,900	5,400	9.7
	City of La Mirada	22,900	21,100	1,800	7.8
	City of Norwalk	49,300	43,800	5,500	11.2
	Los Angeles County	4,915,300	4,378,400	536,900	10.9
	State of California	18,523,800	16,602,700	1,921,100	10.4
2013	City of Cerritos	23,900	22,100	1,700	7.3%
	City of Downey	55,900	51,100	4,900	8.7
	City of La Mirada	23,200	21,600	1,600	6.9
	City of Norwalk	49,800	44,800	5,000	10.0
	Los Angeles County	4,967,000	4,482,100	485,000	9.8
	State of California	18,624,300	16,958,700	1,665,600	8.9
2014	City of Cerritos	24,200	22,700	1,500	6.1%
	City of Downey	56,500	52,400	4,100	7.3
	City of La Mirada	23,500	22,100	1,400	5.8
	City of Norwalk	50,200	45,900	4,200	8.4
	Los Angeles County	5,006,800	4,593,900	412,900	8.2
	State of California	18,755,000	17,348,600	1,406,400	7.5
2015	City of Cerritos	24,200	23,100	1,200	4.9%
	City of Downey	56,500	53,200	3,300	5.9
	City of La Mirada	23,600	22,500	1,100	4.7
	City of Norwalk	50,100	46,700	3,400	6.8
	Los Angeles County	5,000,600	4,668,200	332,400	6.6
	State of California	18,893,200	17,723,300	1,169,900	6.2
2016	City of Cerritos	24,600	23,600	1,000	3.9%
	City of Downey	57,100	54,500	2,700	4.6
	City of La Mirada	23,900	23,000	900	3.7
	City of Norwalk	50,500	47,800	2,700	5.4
	Los Angeles County	5,043,300	4,778,800	264,500	5.2
	State of California	19,102,700	18,065,000	1,037,700	5.4

Note: Data is not seasonally adjusted.

(1) Annual averages, unless otherwise specified.

(2) Includes persons involved in labor-management trade disputes.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2016 Benchmark.

## Industry

The Cities and County are included in the Los Angeles-Long Beach-Glendale Metropolitan Division (the “MD”). The distribution of employment in the MD is presented in the following table for the past five calendar years. These figures are multi county-wide statistics and may not necessarily accurately reflect employment trends in the County.

### INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES 2012 through 2016 Los Angeles-Long Beach-Glendale MD

<u>Category</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Total Farm	5,400	5,500	5,200	5,000	5,300
Total Nonfarm	4,034,900	4,111,700	4,188,700	4,281,500	4,390,400
Total Private	3,478,100	3,560,500	3,632,500	3,713,000	3,814,200
Goods Producing	485,200	493,500	492,700	496,800	497,100
Natural Resources and Mining	4,300	4,500	4,300	3,900	3,600
Construction	107,600	114,600	118,500	126,200	133,100
Manufacturing	373,300	374,400	370,000	366,800	360,400
Durable Goods	210,300	210,600	208,700	208,100	203,600
Nondurable Goods	163,100	163,800	161,300	158,700	156,900
Service Providing	3,549,700	3,618,200	3,696,000	3,784,700	3,893,300
Private Service Providing	2,992,900	3,067,000	3,139,800	3,216,200	3,317,100
Trade, Transportation and Utilities	767,400	781,800	798,800	816,400	829,900
Wholesale Trade	211,900	218,700	222,500	225,700	227,000
Retail Trade	400,900	405,600	413,000	419,200	422,300
Transportation, Warehousing and Utilities	154,500	157,500	163,400	171,500	180,600
Information	192,100	197,000	198,800	207,500	230,900
Financial Activities	212,400	213,000	211,200	215,500	219,800
Professional and Business Services	564,100	586,900	593,300	595,500	605,200
Educational and Health Services	699,500	702,100	720,700	741,100	767,400
Leisure and Hospitality	415,800	440,500	466,600	489,100	510,500
Other Services	141,700	145,700	150,500	151,000	153,400
Government	<u>556,800</u>	<u>551,200</u>	<u>556,200</u>	<u>568,500</u>	<u>576,300</u>
Total, All Industries	<u>4,040,300</u>	<u>4,117,200</u>	<u>4,193,900</u>	<u>4,286,500</u>	<u>4,395,700</u>

Note: The “Total, All Industries” data is not directly comparable to the employment data found herein.

Source: State of California, Employment Development Department, Labor Market Information Division, Los Angeles County (Los Angeles-Long Beach-Glendale MD) Annual Average Labor Force and Industry Employment, March 2016 Benchmark.

## Commercial Activity

Summaries of annual taxable sales for the Cities and County from 2011 through 2015 are shown in the following tables.

**ANNUAL TAXABLE SALES  
2011 through 2015  
City of Cerritos  
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2011	916	\$1,671,342	1,515	\$2,010,811
2012	904	1,875,232	1,523	2,260,601
2013	907	1,917,559	1,528	2,346,046
2014	906	1,948,526	1,546	2,443,143
2015	--	2,148,559	--	2,673,762

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years. Data not available for 2016.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES  
2011 through 2015  
City of Downey  
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2011	1,637	\$1,069,807	2,273	\$1,238,955
2012	1,714	1,149,772	2,337	1,359,727
2013	1,658	1,214,673	2,265	1,449,400
2014	1,641	1,241,060	2,251	1,486,425
2015	--	1,276,437	--	1,531,254

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years. Data not available for 2016.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES  
2011 through 2015  
City of La Mirada  
(Dollars in Thousands)**

<b><u>Year</u></b>	<b><u>Retail Permits</u></b>	<b><u>Retail Stores Taxable Transactions</u></b>	<b><u>Total Permits</u></b>	<b><u>Total Outlets Taxable Transactions</u></b>
2011	547	\$585,657	905	\$837,345
2012	535	602,331	892	889,103
2013	537	556,392	883	850,325
2014	522	552,371	847	820,396
2015	--	589,100	--	856,167

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years. Data not available for 2016.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES  
2011 through 2015  
City of Norwalk  
(Dollars in Thousands)**

<b><u>Year</u></b>	<b><u>Retail Permits</u></b>	<b><u>Retail Stores Taxable Transactions</u></b>	<b><u>Total Permits</u></b>	<b><u>Total Outlets Taxable Transactions</u></b>
2011	719	\$657,794	1,113	\$796,054
2012	1,014	738,367	1,460	827,283
2013	934	726,517	1,346	820,931
2014	980	741,307	1,388	850,151
2015	--	709,413	--	836,616

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years. Data not available for 2016.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**ANNUAL TAXABLE SALES  
2011 through 2015  
Los Angeles County  
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Retail Stores Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2011	179,872	89,251,447	266,868	126,440,737
2012	180,359	95,318,603	266,414	135,295,582
2013	179,370	99,641,174	263,792	140,079,708
2014	187,408	104,189,819	272,733	147,446,927
2015	--	108,147,021	--	151,033,781

Note: Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years. Data not available for 2016.

Source: "Taxable Sales in California (Sales & Use Tax)," California State Board of Equalization.

**Construction Activity**

The annual building permit valuations and number of permits for new dwelling units issued for the past five years for the Cities and County are shown in the following tables.

**BUILDING PERMITS AND VALUATIONS  
2012 through 2016  
City of Cerritos  
(Dollars in Thousands)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Valuation					
Residential	\$14,004	\$38,575	\$37,118	\$51,797	\$35,867
Non-Residential	<u>25,399</u>	<u>82,703</u>	<u>84,502</u>	<u>127,516</u>	<u>67,606</u>
Total	\$39,403	\$121,278	\$121,620	\$179,313	\$103,473
Units					
Single Family	6	6	2	9	4
Multiple Family	<u>0</u>	<u>198</u>	<u>217</u>	<u>138</u>	<u>132</u>
Total	0	204	219	147	136

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2012 through 2016**  
**City of Downey**  
**(Dollars in Thousands)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Valuation					
Residential	\$7,410	\$393	\$3,403	\$1,666	\$11,961
Non-Residential	<u>3,762</u>	<u>92</u>	<u>0</u>	<u>70</u>	<u>15,325</u>
Total	\$11,172	\$485	\$3,403	\$1,736	\$27,286
Units					
Single Family	0	1	13	3	44
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	0	1	13	3	44

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2012 through 2016**  
**City of La Mirada**  
**(Dollars in Thousands)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Valuation					
Residential	\$4,553	\$7,609	\$30,213	\$5,156	\$6,241
Non-Residential	<u>9,661</u>	<u>22,562</u>	<u>6,472</u>	<u>16,345</u>	<u>55,943</u>
Total	\$14,214	\$30,171	\$36,685	\$21,501	\$62,184
Units					
Single Family	1	13	30	1	1
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1	13	30	1	1

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2012 through 2016**  
**City of Norwalk**  
**(Dollars in Thousands)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Valuation					
Residential	\$13,458	\$13,322	\$10,715	\$18,892	\$25,609
Non-Residential	<u>6,929</u>	<u>14,377</u>	<u>6,282</u>	<u>13,112</u>	<u>15,325</u>
Total	\$20,387	\$27,699	\$16,997	\$32,004	\$40,934
Units					
Single Family	2	9	1	2	16
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>27</u>
Total	2	9	1	6	43

Note: Totals may not add to sum because of rounding.

Source: Construction Industry Research Board.

**BUILDING PERMITS AND VALUATIONS**  
**2012 through 2016**  
**Los Angeles County**  
**(Dollars in Thousands)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Valuation					
Residential	\$3,821,324	\$4,743,955	\$5,509,418	\$6,383,036	\$6,575,607
Non-Residential	<u>3,682,730</u>	<u>4,326,366</u>	<u>6,657,571</u>	<u>5,645,372</u>	<u>5,287,623</u>
Total	\$7,504,054	\$9,070,321	\$12,166,989	\$12,028,408	\$11,863,230
Units					
Single Family	2,820	3,607	4,358	4,487	4,780
Multiple Family	<u>8,895</u>	<u>13,243</u>	<u>14,349</u>	<u>18,405</u>	<u>15,589</u>
Total	11,715	16,850	18,707	22,892	20,369

Note: Totals may not add to sum because of rounding

Source: Construction Industry Research Board.

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

#### **General**

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated "AA+" by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on

DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## APPENDIX F

### LOS ANGELES COUNTY INVESTMENT POOL

*The following information concerning the Los Angeles County Treasury Pool (the “Treasury Pool”) has been provided by the Treasurer, and has not been confirmed or verified by the District or the Underwriter. The District and the Underwriter have not made an independent investigation of the investments in the Treasury Pool and have made no assessment of the current County investment policy. The value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the County Board of Supervisors may change the County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Finally, neither the District nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Additional information regarding the Treasury Pool may be obtained from the Treasurer at [www.ttc.lacounty.gov](http://www.ttc.lacounty.gov); however, the information presented on such website is not incorporated herein by any reference.*

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§ \_\_\_\_\_  
**CERRITOS COMMUNITY COLLEGE DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2018B**

**PURCHASE CONTRACT**

\_\_\_\_\_, 2017

Board of Trustees  
Cerritos Community College District  
1110 Alondra Boulevard  
Norwalk, California 90650

Ladies and Gentlemen:

Morgan Stanley & Co. LLC offers to enter into this Purchase Contract (the “Purchase Contract”) with the Cerritos Community College District (the “District”), which, upon the acceptance hereof by the parties thereto, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Resolution (defined below).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined herein) pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Contract (iv) and the District has consulted with its own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ aggregate initial principal amount of the District’s Election of 2012 General Obligation Bonds, Series 2018B (the “Bonds”). The Bonds shall be dated the date of delivery thereof and shall be issued as current interest bonds, such that interest thereon shall be payable on each February 1 and August 1, commencing August 1, 2018. The Bonds shall be paid at maturity (unless earlier redeemed) as

shown in Exhibit A hereto. The final maturity dates, interest rates, yields (or yields to redemption, as applicable) and redemption provisions of the Bonds are shown in Exhibit A hereto, which exhibit is incorporated by reference herein.

The Underwriter shall purchase the Bonds at a price of \$\_\_\_\_\_ (which is equal to the principal amount of such Bonds of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_, and less an underwriting discount of \$\_\_\_\_\_).

2. **The Bonds.** The Bonds shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of resolutions of the District adopted on November 15, 2017 (the “Resolution”), this Purchase Contract and Section 53506 *et seq.* of the California Government Code (the “Act”).

The Bonds shall bear CUSIP numbers, and shall be in fully registered book-entry form, without coupons, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) Principal Amount, or any integral multiple thereof. U.S. Bank National Association shall act as agent of the Treasurer and Tax Collector of Los Angeles, the appointed paying agent for the Bonds (collectively, the “Paying Agent”).

The Bonds are being issued by the District to finance the acquisition, construction, modernization and equipping of District sites and facilities.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Certificate (as defined herein), this Purchase Contract, the Preliminary Official Statement (as defined herein), Official Statement, the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract. For all purposes herein, the terms Preliminary Official Statement and Official Statement shall be deemed to include the cover page and all appendices, exhibits, maps, reports and statement included in such Preliminary Official Statement or Official Statement, or attached thereto.

4. **Establishment of Issue Price.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

*[TO BE INCLUDED IF THE UNDERWRITER AGREES TO HOLD THE PRICE]*

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the

related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2017 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the sale of the Bonds. The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (the “Rule”).

The Underwriter agrees that prior to the time the final Official Statement (as defined herein) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds,

upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined herein).

6. **Closing.** At 9:00 A.M., California Time, on \_\_\_\_\_, 2018 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel, in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price set forth in Section 1 hereof in immediately available funds by wire transfer to the account or accounts designated by the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a community college district duly organized and validly existing under the laws of the State of California (the “State”), with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, to adopt the Resolution and approve the Official Statement, to execute and deliver the Bonds, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, constitute valid and legally binding obligations of the District, subject to limitations on the enforcement thereof imposed by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required, or is required and has not been taken or obtained, in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract or the Continuing Disclosure Certificate, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, excepting herefrom such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection or levy of *ad valorem* taxes contemplated by the Resolution available to pay the principal of and interest on the Bonds, or the pledge of funds on deposit in the Debt Service Fund for the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate, the Resolution or the pledge of funds on deposit in the Debt Service Fund for the Bonds, or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, the Continuing Disclosure Certificate, or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Contract, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from State personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, and no other person will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(h) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement in Appendix C. Except as

disclosed in the Official Statement, the District has not, within the past five years, fail to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of material events.

(i) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the Closing, the final Official Statement (and any supplements thereto) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(j) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Los Angeles (the “County”) or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer and Tax Collector a copy of the District Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(k) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(l) Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution and delivery of, and performance of the District’s obligations under and compliance with the provisions of, this Purchase Contract, the Resolution and the Bonds, do not conflict with or constitute on the part of the District a violation of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject.

(m) Breach/Default. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition of the District has occurred and is continuing which constitutes or with the passage of time or

the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing.

8. **Representations and Agreements of the Underwriter.** The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

9. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Preliminary Official Statement with such changes, if any, shall be referred to herein as the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, respectively, until the date which is twenty five (25) days following the Closing;

(e) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the

District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing.

10. **Conditions to Closing.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True; Full Compliance. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing, and the District shall be in compliance with each of the agreements made by it pursuant to this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Continuing Disclosure Certificate, and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, shall be pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, is materially adversely affected, in the reasonable judgment of the Underwriter, by the occurrence of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939 as amended;

(2) legislation enacted by the legislature of the State or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national or international emergency, calamity or crisis that interrupts or causes discord to the operation of the financial markets or otherwise in the United States or elsewhere;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of minimum or maximum prices or any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the changes to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status to any rating of the District's outstanding indebtedness by a national rating agency;

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

(10) the suspension by the SEC of trading in the outstanding securities of the District;

(11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(12) the occurrence of a material disruption in securities settlement payment or clearance services; or

(13) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing and satisfactory in form and substance to the Underwriter:

(1) Opinions.

(i) The approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District, in substantially the form set forth in the Preliminary Official Statement and the Official Statement.

(ii) A supplemental opinion of Bond Counsel, dated the Closing and addressed to the District and the Underwriter, substantially to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS”, “LEGAL MATTERS – Continuing Disclosure – Current Undertaking” and “TAX MATTERS,” to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Certificate, and Bond Counsel’s opinion regarding the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices \_\_, \_\_, \_\_ and \_\_ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District’s compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “MISCELLANEOUS – Underwriting”; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption “MISCELLANEOUS - Ratings”;

(B) the Continuing Disclosure Certificate and this Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iii) Disclosure Counsel Letter. A letter of Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the municipal advisor to the District, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that such counsel need not express any opinion with respect to (i) any information contained in Appendices \_\_, \_\_, \_\_ and \_\_ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS – Underwriting"; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption "MISCELLANEOUS – Ratings");

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (10)(e)(1)(i) above;

(3) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Continuing Disclosure Certificate and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been

disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Resolution;

(4) Arbitrage. A nonarbitrage and tax certificate of the District in form satisfactory to Bond Counsel;

(5) Ratings. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “\_\_\_” and “\_\_\_” by S&P Global Ratings and Moody’s Investors Service, as applicable (or such other equivalent rating as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;u

(6) District Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary to the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(9) Underwriter’s Counsel Opinion. An opinion of counsel to the Underwriter, dated as of the Closing, and in a form and substance satisfactory to the Underwriter; and

(10) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, to the best of the Paying Agent’s knowledge, no litigation is pending or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel

may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** (a) To the extent the transactions contemplated herein are consummated, the District shall pay, and the Underwriter shall be under no obligation to pay, the costs of issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's Bond Counsel, Disclosure Counsel and Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees, if any, for Bond ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (v) the initial fees of the Paying Agent and Fiscal Agent (as defined herein); (vi) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Underwriter to wire a portion of the purchase price for the Bonds equal to \$\_\_\_\_\_ to U.S. Bank National Association, as agent of the District for the payment of such costs (in such capacity, the "Fiscal Agent").

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the

Underwriter for any costs described in Subsection 12(a)(vi) above that are attributable to District personnel.

(d) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to Cerritos Community College District, 1110 Alondra Boulevard, Norwalk, California 90650, attention: Felipe Lopez, Vice President of Business Services/Assistant Superintendent, or if to the Underwriter, Morgan Stanley & Co. LLC, 1999 Avenue of the Stars, Suite 2400, Los Angeles, California 90067, attention: Tom Wynne, Vice President.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

**MORGAN STANLEY & CO. LLC**

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

The foregoing is hereby agreed to and accepted at \_\_\_\_\_ p.m., California Time, as of the date first above written:

**CERRITOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**APPENDIX A**

**INITIAL PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS, MATURITIES, AND REDEMPTION PROVISIONS**

\$ \_\_\_\_\_  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**(Los Angeles County, California)**  
**Election of 2012 General Obligation Bonds, Series 2018B**

\$ \_\_\_\_\_ **Serial Bonds**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>10% Rule</b>	<b>Hold the Price Rule</b>
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\$ \_\_\_\_\_ **Term Bonds**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>10% Rule</b>	<b>Hold the Price Rule</b>
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<sup>(1)</sup> Yield to call at par on August 1, 20\_\_.

## **Redemption**

[TO COME]

**APPENDIX B**

**FORM OF ISSUE PRICE CERTIFICATE**

**[TO COME]**